

Housing and Property Chamber
First-tier Tribunal for Scotland



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

(Hereinafter referred to as “the tribunal”)

Statement of decision of the Tribunal under Section 25 of the Housing (Scotland) Act 2006 (“the 2006 Act”)

Case Reference Number: FTS/HPC/RP/25/0284

Re: Flat 2, 46 Ardshiel Avenue, Edinburgh, EH4 7HS (“the house”)

Land Register Title No: MID249635

Mrs Kirubhasini Devarajan, Flat 2, 46 Ardshiel Avenue, Edinburgh, EH4 7HS (“the Tenant”)

Mrs Khaleda Aman, 7/3 Balfron Loan, Edinburgh EH4 7LA (“the Landlord”)

Tribunal Members – Sarah O'Neill (Legal Member) and David Godfrey (Ordinary (Surveyor) Member)

Repairing Standard Enforcement Order Against:

Mrs Khaleda Aman (the Landlord)

Background

1. The tribunal issued a decision on 28 July 2025 requiring the landlord to comply with the Repairing Standard Enforcement Order (RSEO) relative to the property issued by the tribunal on the same date.
2. The RSEO required the landlord to:
 - 1) Investigate and attend to the source of the water penetration which is affecting the gable wall of the second bedroom to ensure that the gable wall is wind and watertight. Thereafter replace any damaged plasterwork and redecorate where necessary. This may include redecoration of the entire gable wall of the second bedroom.
 - 2) Repair or replace the missing wardrobe door in the main bedroom.

- 3) Repair or replace the kitchen cupboard door, shelving, base trim and rear panel to ensure that they are in a reasonable state of repair and in proper working order.
- 4) Repair or replace the cooker hood to ensure that it is in a reasonable state of repair and in proper working order.
- 5) Instruct a suitably qualified plumber to investigate the pipework and drainage system in the bathroom and repair or replace this as necessary to ensure that the water is draining freely as intended.
- 6) Install interlinked smoke and heat detectors within the property, ensuring that they are fully functional and located and powered in accordance with the current requirements set out in [Scottish Government guidance on fire detection in private rented properties](#)
- 7) Ensure that one empty and usable garden waste bin in a reasonable state of repair and in proper working order is provided to the tenant, and that the broken garden waste bin is removed.

The tribunal ordered that all of the works must be carried out and completed within the period of six weeks from the date of service of the RSEO.

3. The tribunal carried out a re-inspection of the house on 8 December 2025. It found that the following works had been completed:

- 1) One of the kitchen cupboard doors had been replaced with a fixed panel and repairs had been carried out to some of the shelving and part of the base trim.
- 2) The cooker hood had been partially replaced.
- 3) Interlinked smoke and heat detectors had been installed within the property.
- 4) A usable garden waste bin had been provided to the tenant. Following the inspection, the broken garden waste bin was observed being removed.

4. The remaining works in the RSEO were found not to have been addressed as at the date of the re-inspection. The tribunal found that:

- 1) dampness was still affecting the gable wall of the second bedroom despite the presence of a dehumidifier. The plasterwork and decoration were also still affected and required attention. Furthermore, dampness and mould were observed in the bedroom adjacent (along the same gable wall) and also within the storage area entered from the living room. High damp meter readings were recorded at each of these locations.
- 2) The missing wardrobe door in the main bedroom had not been replaced.

- 3) One of the kitchen cupboard doors was still loose, the rear panel had not been repaired and parts of the base trim were still missing.
 - 4) Although the cooker hood had been partly replaced, it was inadequately secured to the wall, there was no filter and exposed electrical wiring was observed.
 - 5) There was no evidence to suggest that a suitably qualified plumber had investigated the pipework and drainage system in the bathroom and it was noted that water was still not draining freely.
 - 6) Although smoke detectors had been installed, audible warnings were sounding which suggested that some of the fittings required replacement. It was noted that the detectors were not manufactured recently.
5. A copy of the re-inspection report was sent to both parties on 23 December 2025, inviting them to submit written representations by 6 January 2026. They were also advised that they could request an oral hearing in support of their written response within 7 days.
 6. A response was received from the tenant on 24 December, setting out her views on the re-inspection report and confirming that she did not wish to request an oral hearing. She said that she agreed with the findings of the re-inspection report. She requested that the tribunal make a Rent Relief Order reducing the rent payable by 60%. She argued that a substantial reduction was justified due to the seriousness and number of outstanding defects, including persistent damp and mould affecting multiple rooms, an unsafe wardrobe area and incomplete kitchen repairs, unsafe electrical conditions, unresolved drainage issues, and faulty fire detection equipment.
 7. Written representations were received from the landlord on 5 January 2026. She stated that she did not agree with the findings of the re-inspection report. She said that she had carried out the repairs to the best of her ability. She said that the tenant had made excessive and exaggerated repair complaints and had failed to co-operate by refusing or obstructing access for contractors.
 8. She also said that she had removed mould in the second bedroom, but had not been informed that there was also mould in the first bedroom. She said that previous professional inspections had confirmed that any condensation was related to ventilation practices. She alleged that the tenant was not opening the windows and was not following the ventilation guidance. The tenant had previously acknowledged that the mould at that time was cleanable and was being actively managed using mould spray, a dehumidifier, and heating. No further reports or concerns regarding mould were raised by the tenant in October or November 2025.

9. The landlord also said that the tenant had not informed her that one of the smoke alarms was emitting a low-battery warning, despite the tenant's assertions that she had raised it multiple times. She enclosed a certificate of installation for the smoke and heat alarms dated 13 September 2025. She said that the tenant had refused her electrician access to repair the cooker hood on 24 November 2025 and provided evidence of this.
10. The landlord requested a hearing. She did not agree that a Rent Relief Order should be made, and said that the tenant had failed to carry out routine maintenance.
11. The tribunal issued a direction to the landlord on 22 January 2026 requiring her to: a) obtain a detailed report from a timber and damp specialist surveyor which is registered with the Property Care Association, confirming the cause of the dampness within the property, specifically the dampness affecting the gable wall of the second bedroom, the bedroom adjacent (along the same gable wall) and also within the storage area entered from the living room, and b) send a copy of the said report to the tribunal by 24 February 2026.
12. On 6 February 2026, an email was received from the landlord. Attached to the email were: 1) a report by Envirovent dated 2 February 2026 and 2) an invoice from Aqua Property Services dated 4 February 2026 for cleaning mould in the affected areas and repainting these.
13. On 27 February 2026, the tribunal wrote to the parties, noting that the Envirovent report did not clearly set out the cause of the dampness in the affected areas as the tribunal had directed. The tribunal could not therefore accept the report. The tribunal also noted that it had not directed the landlord to carry out mould cleaning and repainting work, and that it did not consider that this work would directly address the underlying cause of the dampness and mould.
14. The tribunal went on to note that in her original application, the tenant included complaints about dampness within the main bedroom and dampness and pooling water in the storage area off the living room. During its initial inspection, the tribunal found no signs of dampness in these areas. For that reason, it did not specifically include these within the RSEO. At the re-inspection, however, the tribunal did find that there was evidence of damp within both of these areas.
15. Having considered the submissions received from both parties, the tribunal would therefore fix a hearing to consider whether it should:
 - 1) make a decision that the landlord has failed to comply with the RSEO and/or make a Rent Relief Order, or

- 2) vary the terms of the RSEO to include issues relating to the dampness and mould which it observed at its re-inspection within the bedroom adjacent to the second bedroom (along the same gable wall) and the storage area entered from the living room.
16. On 12 March 2026, a dampness survey report in respect of the house dated 2 March 2026 by Wise Property Care ("the Wise report"), which is registered with the Property Care Association, was received from the landlord.
17. The tribunal held a hearing by teleconference call on 14 April 2026 regarding compliance with the RSEO. Both parties were present and represented themselves.
18. The tenant confirmed that since the tribunal's re-inspection, the cooker hood had now been fixed and that she was satisfied that this matter had been resolved. The built in wardrobe in the main bedroom had now been removed and had been replaced with a freestanding wardrobe. She said that she was content with this. She also agreed that the garden waste bin had been emptied of debris and that the broken bin had been removed.
19. The tenant said, however, that that the remaining works in the RSEO had not been addressed. The landlord had painted the walls in the first and second bedrooms and the storage room with anti-mould paint, but had taken no further action to address the dampness and mould. The dampness issues were lessening again now that spring was here, as had happened last year. For at least 6-7 months of the year, however, things had been difficult due to the dampness and mould. The wallpaper was peeling off and there was mould underneath. She had shown this to the surveyor from Wise, who had included it in the survey report.
20. The landlord said that she had carried out the work recommended in the Envirovent report and that the mould issues had been fixed in January/February 2026. She had not, however, carried out the works recommended in the Wise report. She said that the surveyor had told her that she could carry out the works if she wished to, but that opening the windows regularly would also resolve the issues. She suggested that the mould mentioned in the Wise report may have been related to the pipe in the flat above which had previously been leaking, but had now been fixed. She suggested that the issue was condensation and that the tenant was not ventilating the house adequately.
21. The tenant said that the landlord had not instructed a plumber to investigate the pipework and drainage system in the bathroom. She had done nothing other than unblock it. The bath and sink were still clogging with water. There was also still an issue with one of the kitchen cupboards. The replacement of one of the doors with a fixed panel meant that she was unable to access the cupboard

space. The smoke detector which had been making a warning sound at the re-inspection was still making a beeping noise all day.

22. The landlord said that she had checked with the neighbours in the block and they were having no issues with drainage. The water was draining but was just slow. She said that the pipes were fine, and that the kitchen sink was also OK. The system just needed to be cleaned every 4-6 months or so.
23. She also said that the kitchen was old and it was not possible to obtain a replacement cupboard door of the same size, design and colour. She said that she had asked a tradesman to fix the smoke detector after the re-inspection, and he had said that it was working adequately. She did not know why it was not working properly and suggested that a battery may need to be replaced.
24. Following the hearing, the tribunal considered whether to: a) make a decision that the landlord had failed to comply with the RSEO or b) vary the order to include the mould and condensation/dampness issues identified at its re-inspection and the Wise report, which had not been present at the time of its initial inspection in June 2025.
25. In terms of section 25 of the 2006 Act, the tribunal may, at any time, vary an RSEO in such manner as it considers reasonable.
26. The tribunal notes that while some of the repairs required by the RSEO had not been carried out, making a failure to comply decision at this stage would not ensure that the outstanding works are completed. Neither would it be possible to include the additional condensation/dampness and mould issues which had now been identified and were not currently included in the RSEO.
27. The dampness and mould are the main issues affecting the house, and need to be resolved. While the problem appears to be worse during the winter, it will not go away if it is not properly addressed, and is likely to return again. Given the findings and recommendations in the Wise report, it is clear that there is currently inadequate ventilation within the property, which cannot be addressed by opening windows and using a dehumidifier alone.
28. The tribunal therefore decided to vary the RSEO to add the following requirement on the landlord at number 8, following the existing requirements set out in the RSEO:
 8. Carry out the works recommended in the dampness survey report dated 2 March 2026 by Wise Property Care in respect of the house, namely:

- 1) The application of mould control surface disinfectant onto the affected areas identified in the report and cleaning as necessary to remove the mould growth.
- 2) Installation of a wall mounted positive input ventilation system (PIV), including an integral heater to temper the incoming air, delivered directly from the outside to a central location to control the condensation and mould problems being experienced within the property.
- 3) Installation of dehumidifier vents within the rooms identified in the report.

in order to ensure that the house is wind and watertight and otherwise reasonably fit for human habitation

29. The tribunal considers that in all the circumstances it would also be reasonable to vary the RSEO to allow the landlord further time to comply with the new requirement. The tribunal therefore also varies the RSEO to extend the period for the completion of the works until 2 June **2026**.

30. Once the extended completion period for the works comes to an end, a date will be fixed for a re-inspection of the house. If the tribunal finds at the re-inspection that any of the works have still not been completed, it is likely to decide that the landlord has failed to comply with the RSEO. Should it make such a decision, the tribunal will then consider whether to make a Rent Relief Order. A landlord who fails to comply with an RSEO without reasonable excuse commits an offence, in terms of section 28 of the 2006 Act.

Rights of Appeal

31. 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.

32. 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.....Date: 17 April 2026

Sarah O'Neill, Chairperson