

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

Chamber Ref: FTS/HPC/RP/25/4328

Property: 6 Springfield, Dundee DD1 4JE ('The House')

The Parties: -

Sean Lewis Properties, 26-28 High Street, Dundee DD1 1TA ("the landlord")

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal') having made such enquiries as are fit for the purpose 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 concerned determined that the landlord has complied with the duty imposed by Section 14(1)(b) of the Act.

The decision was unanimous.

The Tribunal consisted of: -

Mary-Claire Kelly, Chairing and Legal Member

David Godfrey, Ordinary Member (surveyor)

Background

1. By application dated 1 October 2025, the former tenants Daniel Marsh and Chey Marsh applied to the First-tier Tribunal (Housing and Property Chamber)

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 the landlord had failed to comply with the duty to ensure that the house meets the repairing standard and that the landlord had failed to ensure compliance with section 13(1) of the Act.
3. The application contained copy correspondence between the former tenants and the letting agents, Belvoir Letting. Photographs of the property had also been submitted. The following is a summary of the repairs intimated by the tenant to the letting agents:
 - Roof tiles missing & holes in the roof
 - Roof drainage/gutters blocked, leaking and damaged
 - Internal roof drainpipe damaged causing water ingress
 - Roof dome damaged and leaking
 - Ceiling electrics damaged
 - Downstairs toilets broken – damaged flooring and skirting boards
 - Upstairs front bathroom sink unusable
4. On 12 March 2026 the former tenants emailed the Tribunal to advise that they were moving out of the property. The Chamber President determined to continue to determine the application in terms of schedule 2, paragraph 7 as the disrepair complained of posed potential health and safety risks for any future inhabitants.
5. Notices of Referral to a Tribunal under section 23(1) of the Act were sent to parties on 7 August 2026.

Hearing and Inspection

6. The Tribunal inspected the house on the morning of 22 September 2026 at 10am. The landlord's representative, Aimi Lewis, Belvoir Letting was in attendance with Chris Hampton, Hampton Preservation and Maintenance Services. The house was unoccupied and unfurnished. The house is a substantial terraced property dating from the mid nineteenth century.

7. Photographs were taken by the Tribunal during the inspection. Copies of the photographs are attached as a schedule to this statement of decision.
8. A hearing took place at Dundee Carers Centre at 11.45. Ms Lewis attended on behalf of the landlord.
9. Ms Lewis lodged the following documents at the hearing:
 - Electrical Installation Condition Report (“EICR”)
 - Invoice from Grubb Roofing and Painting Contractors Ltd dated 6 June 2024
 - Correspondence and photos from Grubb Roofing and Painting Contractors
 - Report from Hampton Preservation dated 10 June 2026
 - Invoices from Domestic Plumbing and Heating dated 21 August 2025 and 17 March 2026
 - Check In Inventory dated 28 May 2025
 - Quote from SR Roofline Services dated 23 July 2025
 - Invoice from Henderson Electrical Scotland Ltd dated 30 August 2025
 - Invoice from Jimmy Shaw Decorators Ltd dated 17 June 2026
 - Print out of activity relating to the property from Belvoir Letting
10. At the inspection and hearing the Tribunal considered each of the issues specified in the application.
11. The condition of the roof, roof dome and guttering. The Tribunal observed at the inspection that there was no ongoing water ingress into the property. It was observed that there was staining to the walls due to past ingress however, upon testing the areas were found to be dry. The Tribunal observed that the guttering had been cleared of any vegetation and the rainwater fittings were in reasonable condition
12. Ms Lewis referred to the various invoices that had been submitted. An invoice for work in the amount of £4,000 had been submitted in respect of a large scale repair to the roof carried out in 2024. The invoices from Domestic Plumbing and Heating also related to repairs carried out to the roof. The invoice dated 17 March 2026 related to work to prevent leakage in the roof space. The report from Hampton Preservation detailed the work to carry out internal repairs to dry out the walls of the property that had been affected by

water ingress thought to be caused by the gutters. Ms Lewis stated that due to the age of the property a significant repair was carried out in 2024 at a cost of £4,000. This had upgraded large parts of the roof however, Ms Lewis stated that the water ingress complained of by the former tenants was a result of a storm. She stated that she had instructed further repairs to the roof dome, guttering and the pipe in the loft space and that the property was now wind and watertight.

13. At the inspection the Tribunal observed that work had been done to replace/renew damaged plasterwork in the property that had been damaged due to a previous incident of water ingress.
14. Ceiling electrics: At the inspection the Tribunal switched on the lights in the property. All were found to be functioning. At the hearing the Tribunal had regard to the EICR which was current and showed that the electrical installation was satisfactory and the invoice from Henderson Electrical which showed that a registered electrician had attended the property to dry out wiring after a water ingress issue.
15. Downstairs bathroom: The Tribunal observed at the inspection that a new toilet had been installed. There was no observable damage to the flooring/skirting boards.
16. Upstairs front bathroom sink: The front bedroom had an ensuite bathroom. The Tribunal observed at the inspection that the tap was fully functioning and in proper working order. Ms Lewis advised that the property had undergone a substantial renovation before the former tenants moved in. All bathrooms had been newly installed at that time.

Summary of the issues

17. The issue to be determined is whether the house meets the repairing standard as laid down in section 14 of the Act and whether the landlord has complied with the duty imposed by sections 13(1) of the Act.

Findings in fact: -

18. The tribunal find the following facts to be established: -

- a. The landlord and former tenants entered into a tenancy agreement with a commencement date of 30 May 2025.
- b. The house is a 2 storey terraced listed property.
- c. The former tenants left the property in early March 2026.
- d. The property has not been relet since March 2026.
- e. During the most recent tenancy period the property was affected by water ingress.
- f. A significant repair was carried out to the roof in 2004 at a cost of £4,000.
- g. A repair was carried out to the roof in August 2025 by SR Roofline services to fit new zinc ridging to the roof.
- h. A repair was carried out by Domestic Plumbing and heating in March 2026 to address leakage following water penetration in the loft space.
- i. At the date of the inspection there was no evidence of ongoing/active water ingress into the property.
- j. At the date of the inspection the walls within the property were dry.
- k. Since the tenancy ended work has been carried out to renew plasterwork damaged by previous water ingress.
- l. The guttering was free from vegetation and in reasonable condition at the date of the inspection.
- m. The rainwater fittings were in reasonable condition at the date of the inspection.
- n. The electrics within the property were in fully functioning at the date of the inspection.
- o. The downstairs toilet had been replaced and was in proper working order.
- p. The sink in the ensuite bathroom at the front of the property was in reasonable condition and proper working order on the date of the inspection.

Reasons for the Decision

19. The Tribunal determined the application having regard to the bundle of papers which had been available prior to the hearing, the inspection, the documents

submitted on the day of the hearing and the oral representations at the hearing.

20. The Tribunal was only able to consider those items which formed part of the intimated application. The Tribunal noted that repairs had been carried out since the application had been submitted. The Tribunal accepted that a repair had been carried out to the guttering at the rear of the property which had been a source of water ingress. The Tribunal also accepted that a repair had been carried out to address an issue with leakage as a result of a defective coupling which had led to water ingress into the loft space. The Tribunal noted that there had been significant water ingress during the tenancy period however, the repairs had been effective in resolving the issue with no evidence of ongoing water penetration into the property. The Tribunal determined that at the date of the inspection there was no breach of the repairing standard in relation to this issue.
21. The Tribunal found no issues with the electrical installation. The Tribunal noted that an invoice from Henderson Electrical showed that work had previously been carried out in August 2025 to dry out electrics after a water ingress incident. The Tribunal took into account that a satisfactory EICR had been submitted and that there was no evidence of ongoing water ingress into the property. The property had been dried out since the previous water ingress. All lights in the upper floor of the property were functioning. The Tribunal noted that in the event that the property was re-let a new EICR will be required prior to the lease commencing. The Tribunal determined that at the date of the inspection there was no breach of the repairing standard in relation to this issue.
22. The Tribunal determined that the downstairs bathroom was in a reasonable condition. The downstairs toilet was fully functioning and in proper working order. The Tribunal determined that at the date of the inspection there was no breach of the repairing standard in relation to this issue.
23. The Tribunal determined that the sink in the upstairs front bedroom was recently installed and appeared to be functional and in proper working order. The Tribunal determined that at the date of the inspection there was no breach of the repairing standard in relation to this issue.

24. It was observed at the inspection that in some areas, where plasterwork had been repaired, the walls had not been redecorated. These areas will require to be re-decorated prior to any future lease however the Tribunal did not consider that it was proportionate or necessary to grant an RSEO in relation to this issue.

Decision

The tribunal determined that the Landlord has not failed to comply with the duty imposed by section 14(1)(b) of the Act. The tribunal proceeded to dismiss the application.

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

Date: 22 September 2026