

Housing and Property Chamber
First-tier Tribunal for Scotland



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under sections 24 and 27 of Housing
(Scotland) Act 2006**

Chamber reference: FTS/HPC/RP/26/0657

**Re: Property at Flat 2-2, 33 Meadowpark Street, Dennistoun, Glasgow, G31 2SA
("the Property")**

Parties:

**Mairi Camshron, Ceitidh Camshron, formerly Flat 2-2, 33 Meadowpark Street,
Dennistoun, Glasgow, G31 2SA ("The Tenants")**

**Ruairidh Maciver, 63/1 (1F1) Montpelier Park, Edinburgh, EH104ND; and Kirsty
Barbara Murray, Swallow House, 56 Old Edinburgh Road, Inverness, IV2 3PG
("The Landlords")**

Tribunal Members:

Joel Conn (Legal Member) and Sara Hesp (Ordinary (Surveyor) Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the
Tribunal") determined that a repairing standard enforcement order ("RSEO")
should not be made.**

Background

1. By application dated 5 December 2025, the Tenants, as Applicants, applied to the Housing and Property Chamber of the First-tier Tribunal for Scotland for a determination of whether the Landlords had failed to comply with the duties imposed by section 14(1)(b) of the Housing (Scotland) Act 2006 as amended ("the 2006 Act"). The application is in terms of section 22(1) of the 2006 Act and in terms of rule 48 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended.

2. The Tenants and the first named Landlord are parties to a private residential tenancy agreement for the Property. The private residential tenancy commenced on 1 August 2025. The first named Landlord is registered as the landlord for the Property on the appropriate register but the Property has been owned by the second named Landlord since 21 May 2025, being shortly before the commencement of the PRT. At all times, one or other of the Landlords have responded on behalf of both in the application and they appeared to accept joint responsibility as Landlords. In the circumstances of the application, no issue arises as to who is the owner of the Property and on what basis a non-owner may be acting as a landlord.

3. The application stated that the Property did not meet the Repairing Standard set out section 13 of the 2006 Act on many of the possible grounds, being alleged non-compliance with the following requirements:
 - a) *The house is wind and watertight and in all other respects reasonably fit for human habitation*
 - b) *The structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order.*
 - c) *The installations in the house for the supply of water, gas, electricity (including residual current devices) and any other type of fuel and for sanitation, space heating by a fixed heating system and heating water are in a reasonable state of repair and in proper working order.*
 - d) *Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.*
 - h) *The house meeting the tolerable standard in the following ways:*
 - 2: *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 that supply;*
 - 4: *It has satisfactory facilities for the cooking of food within the house;*
 - 5: *It is substantially free from rising or penetrating damp;*
 - 8: *It has a sink provided with a satisfactory supply of both hot and cold water within the house.*
 - j) *The house has satisfactory provision for, and safe access to, a food storage area and a food preparation space.*

4. The application referred to the following work which was said to be needed:
 - 4.1 "Secure and make safe the kitchen area to mitigate all hazards."
 - 4.2 "Remove all debris and material that has fallen already in kitchen area."
 - 4.3 "Make the property wind and water tight."
 - 4.4 "Make the installation for the water supply useable for the purpose it was built for."
 - 4.5 "Communicate the Schedule of Work, and complete all final works (*sic*) and redecorations, back to the original."
 and made specific reference to the following ways in which the Tenants considered the Landlords had failed to meet the Repairing Standard:
 - 4.6 "The Kitchen and Dining (*sic*) areas do not meet the Tolerable Standard – including falling debris, lying debris and unknown fibrous materials."
 - 4.7 "The property is not wind and water tight."

- 4.8 "The installation for the water supply (kitchen Sink), cannot be used for its purpose."
 - 4.9 "There is no safe access to food storage area or a food preparation space: the ceiling is in danger of falling in again on persons using the kitchen."
 - 4.10 "No inspection of the electrical system or appliances has taken place to ascertain (*sic*) water damage and confirm safe usage."
 - 4.11 "The required repairs to make the flat safe and usable have not been done in a reasonable timescale."
5. On 19 March 2026, a Notice of Acceptance was issued by a legal member of the Tribunal acting under delegated powers of the Chamber President.
 6. During the period prior to the proposed inspection and hearing, the Tenants intimated that they had left the Property (which was confirmed by the Landlords). No further submissions or documentation were provided by the Tenants. The Landlords provided detailed submissions and documentation (much of it relating to works undertaken). In the circumstances, the Tribunal considered the further progress of the application and issued a Minute of Continuation on 9 April 2026. (For completeness, we were informed that the Property was being sold and the date of entry for the sale was expected to be within days of our inspection. Comments from the Landlords' estate agent at the inspection implied that the new owners intended to continue renting out the Property on a private tenancy.)

Property Inspection

7. The members of the Tribunal inspected the Property on 2 September 2026 at 10:00. A representative from the Landlords' estate agents was present. (As the Tenants had moved out and were thus treated as having withdrawn the application - in terms of paragraph 7 of Schedule 2 of the 2006 Act - they were no longer part of the application and were not invited to be present at the inspection or Hearing.)
8. The Tribunal took a series of photographs during the inspection. A Schedule of Photographs has been prepared and is issued to accompany this decision.

Findings on Inspection

9. The Property is a second-floor traditional tenement flat. The accommodation comprises of a living room, master bedroom, second bedroom, kitchen/dining area, internal toilet with shower, and hallway with a walk-in cupboard.
10. The Property was unoccupied and empty of furniture at the time of the inspection. It was in a moderate decorative order. White goods were in place. The electricity was on, as was the water. We did not test the hot water system given the constraints of the inspection
11. From the application papers, we noted that the material complaints related to a hole in the ceiling of the kitchen area and the alleged delay in repairing same. Further to the Landlords' submissions, the leak was said to have been caused

by water ingress from the upper flat and that it was subsequently repaired after an insurance claim. The Landlords' submissions did express a dissatisfaction with the handling of matters by their then-letting agent (which we took to be an explanation for any tardiness in the speed of repair).

12. On inspection, there was no sign of any hole or remaining damage within the kitchen and we were satisfied that the works that the Landlords had described in their submissions had been completed as they said.
13. Turning to the specific issues raised by the application, at the time of the inspection:
 - 13.1 The kitchen and dining areas did meet the Tolerable Standard and there was no continuing issue with "falling debris, lying debris and unknown fibrous materials".
 - 13.2 The areas affected appeared wind and water tight.
 - 13.3 The kitchen sink was capable of being used for all normal purposes.
 - 13.4 There was safe access to food storage areas and food preparation spaces, with no apparent continuing risk of the ceiling falling in on those using the kitchen.
 - 13.5 In regard to the complaint about a lack of any inspection of the electrical system or appliances to "confirm safe usage", the Landlords' submissions included a response from the contractor stating that "escape of water originated from the flat above and the water tracking was not in the vicinity of any electrical items or installations that required inspection or replacement as part of our works". From our inspection we accepted that explanation, but an in-date EICR is required for any re-letting.
 - 13.6 All required repairs to make the flat safe and usable were now complete, so the issue of providing a Schedule of Works was superceded. We could not comment on whether the works returned the Property "back to the original" but this would not be a matter for the Repairing Standard.
 - 13.7 The application papers contained the original notification letter to the Landlords which included a reference to the dishwasher being within the living room. This complaint was not repeated in the application itself. For completeness, the dishwasher was in the kitchen, at the date of the inspection.

Hearing

14. A Hearing was held at Glasgow Tribunal Centre on 2 September 2026 at 11:30. There was no appearance for any party.
15. The Tribunal considered the representations of the Landlords which had been lodged prior to the inspection and hearing, as well as their findings from the inspection.

Discussion and Reasons

16. The Tribunal had regard to what it had found at the inspection of the Property and the representations from the Landlords. The Tribunal had regard to the

statutory obligations imposed upon a residential landlord to ensure that properties meet the Repairing Standard throughout tenancies.

17. In terms of section 14 of the 2006 Act, a landlord is required to maintain a tenanted property to the Repairing Standard at all times during the Tenancy. Though the Tenancy had now concluded, a Minute of Continuation had been issued lest issues continue and may affect future tenants.
18. The Tribunal in a Repairing Standard application, however, considers matters only as found at the inspection. We make no finding in relation to whether there have been breaches of the Repairing Standard prior to 2 September 2026.
19. The Tribunal determines that, in all respects raised in the application, as at the date of the inspection the Landlords have complied with the Repairing Standard and that it is not appropriate to make a Repairing Standard Enforcement Order.
20. Specifically, we would comment that the kitchen/dining area appeared fully repaired after the leak and this was consistent with the Landlords' submissions regarding completed insurance works.

Determination

21. In all the circumstances, and having not found that the Landlords have failed to comply within the duty imposed by section 14(1)(b) of the 2006 Act as at the date of the inspection, we are satisfied to make no order in this application.

Right of Appeal

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.

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.

JOEL CONN

2 September 2026

Legal Member/Chair

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Date

Housing and Property Chamber

First-tier Tribunal for Scotland



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Schedule of photographs

All photographs were taken on September 2026.



Photograph 1: entrance elevation

Photograph 2: General view of kitchen/dining area



Photograph 3: General view of kitchen/dining area



Photograph 4: Freestanding kitchen appliances: Fridge freezer; dishwasher; washing machine (left to right)



Photograph 5: PAT sticker on washing machine (11 November 2025)



Photograph 6: Siting of heat detector and carbon monoxide detector to kitchen/dining area

