

Housing and Property Chamber

First-tier Tribunal for Scotland



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

(Hereinafter referred to as “the tribunal”)

Under Section 26(1) of the Housing (Scotland) Act 2006 (“the 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)

Decision

The tribunal determined that the landlord has failed to comply with the Repairing Standard Enforcement Order. The tribunal also made a Rent Relief Order.

The tribunal's decision was unanimous.

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 house 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.

The first re-inspection

3. The tribunal carried out a re-inspection of the house ("the first re-inspection") 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 first 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. 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.
6. 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.
7. 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.
8. The tribunal went on to note that in her original application, the tenant had 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 first re-inspection, however, the tribunal did find that there was evidence of damp within both of these areas.

9. Having considered the submissions received from both parties in response to its re-inspection report of 8 December 2025 (“the first re-inspection report”), the tribunal decided to fix a hearing to consider whether it should:
 - 1) make a decision that the landlord had 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.
10. On 12 March 2026, a further dampness survey report in respect of the house dated 2 March 2026 by Wise Property Care, which is registered with the Property Care Association (“the Wise report”), was received from the landlord.

The first compliance hearing

11. The tribunal held a hearing by teleconference call on 14 April 2026 (“the first compliance hearing”) regarding compliance with the RSEO. Both parties were present and represented themselves.
12. The tenant confirmed that since the tribunal’s re-inspection on 8 December 2025, the cooker hood had been fixed and 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. Items 2, 4 and 7 of the RSEO had therefore been completed to her satisfaction.
13. The tenant said, however, 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. The surveyor from Wise Property Care had included this in the Wise report.
14. The landlord said that she had carried out the work recommended in the EnviroVent report and that the mould issues had been addressed. 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.

15. 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 first re-inspection was still making a beeping noise all day.
16. 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.
17. 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 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.
18. Following the first compliance hearing, the tribunal noted 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 were 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.
19. The tribunal considered that the dampness and mould were the main issues affecting the house and therefore needed to be resolved. While the problem appeared to be worse during the winter, it would not go away if it was not properly addressed and was likely to return. Given the Wise report's findings and recommendations, it was clear that there was currently inadequate ventilation within the property, which could not be addressed by opening windows and using a dehumidifier alone.

Variation of the RSEO

20. The tribunal therefore decided to vary the RSEO on 17 April 2026 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.

21. The tribunal considered that in all the circumstances it would also be reasonable to vary the RSEO to allow the landlord further time to comply with this new requirement. It therefore also varied the RSEO to extend the period for completion of the works until 2 June 2026.

22. On 2 June 2026, a ventilation certificate, minor electrical installation works certificate and an invoice, all from EnviroVent, were received from the landlord.

The second re-inspection

23. The tribunal carried out a second re-inspection of the house on 25 June 2026. It found that, in addition to items 2, 4 and 7, the following works had been completed prior to the second re-inspection:

- 1) a wall mounted Positive Input Ventilation (PIV) unit had been installed in the inner Hall by EnviroVent.
- 2) There was no evidence of mould or dampness in the storage area entered from the living room. Damp meter readings were taken in this area and in the second and third bedrooms and were found to be within acceptable levels.

24. The tribunal also found, however, that the following works remained outstanding as at the date of the second re-inspection:

1. Although a wall mounted Positive Input Ventilation (PIV) unit has been installed in the inner hall, there is inadequate background ventilation (trickle ventilation) or through ventilation (door undercuts) as per the manufacturer s/installer s instructions. The ventilation ductwork is exposed and has not been boxed-in.
2. Despite having been redecorated, mould was still evident in both the second and third bedrooms.

3. One of the kitchen cupboard doors has been secured in the closed position, the rear panel had not been repaired and parts of the base trim were still missing.
 4. There was no evidence to suggest that a suitably qualified plumber has investigated the pipework and drainage system in the bathroom.
 5. The hall has been subdivided into two areas and the smoke detector has been removed from the area nearest the front door.
25. A copy of the report from the second re-inspection was sent to the parties for their comments on 30 June 2026, together with a letter inviting them to submit any written representations in response by 14 July 2026. A written representations form and rent relief order response form were enclosed with the letter. The letter also informed the parties that they may request an oral hearing before the tribunal to provide evidence in support of their written response to the report in writing within 7 working days.
26. Written responses were received from the tenant on 6 July 2026 and from the landlord on 7 July 2026. While the tenant did not request an oral hearing, the landlord did request one. It was clear from their submissions that the parties were in disagreement as to whether all of the works specified in the RSEO had been completed. The tribunal decided in the circumstances that a compliance hearing should be fixed in the interests of justice.

The second compliance hearing

27. The tribunal held a hearing by teleconference call on 4 August 2026 (“the second compliance hearing”) regarding compliance with the RSEO. Both parties were present and represented themselves. The landlord was accompanied by her son, Mr Akib Aman, as a supporter.
28. The tribunal noted that the tenant had stated at the first compliance hearing that she was satisfied that items 2, 4 and 7 of the RSEO had been completed. The tenant confirmed that this was still the case. The tribunal therefore focused on the remaining items at the hearing, namely items 1, 3, 5, 6 and 8.

Item 1- water penetration affecting the gable wall

29. The ordinary (surveyor) member of the tribunal (“the surveyor member”) noted that the damp meter readings taken at the re-inspection in the second and third bedrooms were acceptable. However, despite having been redecorated, mould was still evident in both of these bedrooms.
30. The tenant said that the water penetration from the property above had stopped in October 2025. Aqua Property Services had cleaned the mould and repainted the wall on top of the existing wallpaper in February 2026, prior to the survey by Wise Property Care. The wall was still wet underneath the wallpaper, however, as shown in the photographs in the Wise report. She accepted that

the damp meter readings taken in June at the second re-inspection were fine but said that she was concerned that things would again deteriorate in the winter.

31. The landlord said that the leak from above the property had been fixed last year. Her contractors had said that the wall was fully dry and she had therefore instructed them to paint it with anti-mould paint. She suggested that the wallpaper had somehow been torn. She said that any mould underneath the windows could be cleaned off. She alleged that the tenant had not been opening the window (which the tenant denied) and said that she had tried her best to fix the issue.

Item 3 - the kitchen cupboard door, shelving, base trim and rear panel

32. The surveyor member noted that the tribunal found at the second re-inspection that one of the kitchen cupboard doors has been secured in the closed position, the rear panel has not been repaired and parts of the base trim are still missing. The tenant confirmed that this was still the position.
33. The landlord again said that the kitchen was very old and that she had tried to find a replacement door but that size and colour had been discontinued. She had now decided to refurbish the whole kitchen. She initially said that everything else has been fixed, but then said that she had not fixed the rear panel because the tenant had told her that it did not matter and she was happy with it. The tenant disputed this, saying that she had not had a conversation with the landlord since December 2024.

Item 5- the pipework and drainage system in the bathroom

34. The surveyor member noted that at the second re-inspection, the bathroom fittings looked exactly the same as at the first re-inspection. There was no evidence to suggest that a suitably qualified plumber had investigated the pipework and drainage system, and the tenant had confirmed at the re-inspection that this had not been done.
35. At the hearing, the tenant said that in early July, the landlord had sent a plumber to the house, who had poured sulphuric acid down the bath drainage pipe. She said that the water was now flowing more freely and was no longer clogging. She was now satisfied that the drainage issue had been addressed.

Item 6- smoke and heat detectors

36. The surveyor member noted that at the second re-inspection, the tribunal observed that the hall has been subdivided into two areas and the smoke detector had been removed from the area nearest the front door. It was a legal requirement that there should be a smoke detector in each part of the hall.

37. The tenant said that one of the smoke detectors in the hall had been removed but had not been replaced. The landlord said that the smoke detector had been removed because it was beeping. She had asked her contractor to remove it. She had bought a new one which her contractor had put up the previous week. The tenant disputed this, but having checked the situation during the hearing, she confirmed that it had been installed. She had been unaware of this, and she did not know whether it was working as she had not tested it.

Item 8 works recommended in the Wise report

38. The surveyor member noted that the tribunal had found at the second re-inspection that although a wall mounted Positive Input Ventilation (PIV) unit has been installed in the inner hall, there was inadequate background ventilation (trickle ventilation) or through ventilation (door undercuts) as per the manufacturer's/installer's instructions. It also found that the ventilation ductwork was exposed and has not been boxed-in.

39. The tenant said that this remained the case. The PIV unit had been installed but to her knowledge the two other aspects of item 8 of the RSEO i.e. 1) the application of mould control surface disinfectant onto the affected areas and cleaning as necessary to remove the mould growth and 2) the installation of dehumidifier vents within the rooms identified in the report, both of which were recommended by the Wise Report, had not been addressed.

40. The landlord said that she had spent £2500 on ventilation. She said that she had spoken to Wise Property Care, who did not recommend a dehumidifier. She had instructed EnviroVent to do the work because they were cheaper. They gave her a certificate and a longer warranty. They told her that the PIV was sufficient for the entire house and that they had followed government requirements. She had asked the EnviroVent surveyor if the mould would come back and was told it would not. She also said that she had spoken to Wise Property Care after the work was done, and they said it was OK. The tenant was now opening the windows and everything was fine.

41. The tenant said she had always opened the windows every day throughout her tenancy. She pointed out that it was now 3 months since the PIV unit was installed, and that the landlord had not provided any written confirmation from EnviroVent to say nothing else was needed.

Findings in fact

42. Further to the second re-inspection and the parties' oral representations at the second compliance hearing, the tribunal made the following findings in fact:

1. Although a wall mounted Positive Input Ventilation (PIV) unit has been installed in the inner hall, there is inadequate background ventilation (trickle

- ventilation) or through ventilation (door undercuts) as per the manufacturers/installers instructions. The ventilation ductwork is exposed and has not been boxed-in.
2. Despite having been redecorated, mould was still evident in both the second and third bedrooms at the second re-inspection.
 3. One of the kitchen cupboard doors has been secured in the closed position, the rear panel has not been repaired and parts of the base trim are still missing.
 4. The issues with the pipework and drainage system in the bathroom had now been resolved
 5. The hall has been subdivided into two areas. The smoke detector which had been removed from the area nearest the front door had now been replaced. The tribunal had noted at the first re-inspection that the detectors which had been installed were not manufactured recently.
 6. The installation of vents as recommended in the Wise report has not been carried out and there is no mechanical ventilation in either the kitchen or the bathroom.

Reasons for decision

Items 2, 4, 5 and 7 of the RSEO

43. In light of the findings from its two re-inspections and the oral evidence of the parties, as set out elsewhere in this decision, the tribunal is satisfied that the landlord has complied with items 2, 4, 5, and 7 of the RSEO.

Items 1, 3, 6 and 8 of the RSEO

44. With regard to item 1, the source of the external leak had been identified and addressed. While the landlord had redecorated the gable wall in the second bedroom, the root cause of the dampness and mould in the bedrooms had not been addressed entirely. There was still mould in the second and third bedrooms, which indicated that the gable wall was not wind and watertight. This was likely to be because the landlord had not carried out all of the recommendations in the Wise report, as required by item 8 of the RSEO.
45. Regarding item 3, the tribunal accepted that a replacement for the kitchen cupboard door in the same size and colour could not be found. The tribunal did not, however, specify that any replacement door must be an exact match. The colour is a cosmetic issue and is not a repairing standard issue. The door could have been replaced with one of a similar size in a different colour and/or style. As things stand, the replacement of the door with a fixed panel means that the cupboard cannot be accessed and used for storage. Moreover, the landlord did not explain when asked why the rear panel had not been repaired and why parts of the base trim were still missing. She said that the tenant had told her she no longer required the rear panel to be fixed, but the tenant denied this.

46. Regarding item 6, the tribunal required the landlord to 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](#). While the landlord has now installed a smoke detector within the area of the hall nearest the front door, the tribunal noted at the first re-inspection that the detectors which had been installed were not manufactured recently.
47. The landlord has not provided satisfactory evidence that the smoke detectors which have been installed comply with the relevant legal requirements. There is no documentary evidence before the tribunal to show that the detectors are hardwired and interlinked. In the absence of a certificate from a suitably qualified electrician that the detectors are working and meet the current legal requirements, the tribunal is not satisfied on the balance of probabilities that the landlord has fully complied with the requirements in item 6 of the RSEO.
48. Regarding item 8, the landlord has complied with part 2) i.e. the installation of a wall mounted positive input ventilation system (PIV). She has not, however, complied with part 1). While she had instructed Aqua Property Services to treat the bedroom gable wall with bleach prior to the Wise report, this is not the same as applying the correct mould control surface disinfectant. The application of such disinfectant onto the affected areas identified as required by the Wise report did not appear to have been carried out.
49. By her own admission, the landlord has also not complied with part 3), namely the installation of dehumidifier vents within the rooms identified in the report. She claimed that she was advised by both Wise Property Services and EnviroVent that this was not required. That is contrary to what is recommended in the Wise Report. It is also contrary to the comments at page 23 of the EnviroVent ventilation certificate dated 1 June 2026 that there is inadequate background ventilation (trickle vents) and inadequate door undercuts. She has produced nothing in writing from either company to support her assertions.
50. In the expert opinion of the surveyor member, completing part 2) of item 8 alone will not address the mould issues, which is why the mould was still present at the second re-inspection.
51. The tribunal therefore determines for the above reasons, that the landlord has failed to comply with items 1, 3, 6 and 8 of the RSEO. While each of these items have been partially completed as detailed above, none have not been fully addressed as required by the RSEO.
52. The tribunal notes that as at the date of the second re-inspection, the landlord had had approximately 11 months to carry out the repairs, aside from those included in item 8. She had initially been given only 6 weeks to do so. She was advised at the first compliance hearing that items 1, 3 and 6 were still not

complete, yet she still did not complete these. She also failed to fully comply with item 8 despite being clearly directed as to what needed to be done.

Observation by the tribunal

53. The tribunal also observes with regard to items 1 and 8 of the RSEO that the installation of mechanical fans in the bathroom and kitchen, while not forming part of the RSEO, would further assist in ventilating the house, as noted at page 12 of the Wise report.

Decision

54. The tribunal, having made such enquiries as are necessary for the purposes of determining whether the landlord has complied with the RSEO, therefore determines that the landlord has failed to comply with the RSEO in terms of section 26(1) of the Act, and that a notice of this failure should be served on the local authority in whose area the property is situated.

Rent relief order

55. The tribunal considered whether a Rent Relief Order (RRO) should be made in terms of section 27 of the Act.
56. The tenant had asked the tribunal to make an RRO reducing the rent payable by 60%. She said at the hearing that while many of the minor issues had been addressed, the most important issues regarding mould and dampness had still not been resolved. While the situation had looked more positive in late June at the time of the second re-inspection, she was concerned about what would happen in the winter, given her previous experience at that time of year. An RRO of 60% was appropriate given the level and duration of the landlord's non-compliance and may force her to fix the remaining issues.
57. The landlord told the tribunal that no RRO should be made. She had spent around £10000 carrying out repairs. She had tried her best to address all of the issues which the tribunal had identified. She said that the mould could be kept clean, but the tenant had left it there for the tribunal's benefit at the re-inspections. The tribunal process had been very stressful. She was not in a position to receive a reduced rent. She was making no profit on the rental, as the mortgage costs were £1100 per month and she also had to pay insurance costs.
58. In deciding whether to make an RRO, the tribunal took into account the views of the parties as to whether the RSEO has been complied with, the extent to which it has been complied with and the impact of any failure to comply on the tenant and her family and their enjoyment of the property. It determined that given the extent of the landlord's failure to comply with the RSEO within the extended time allowed, such an order should be made.

59. The tribunal then considered the amount by which the rent payable under the tenancy should be reduced. The tribunal acknowledged that a number of items in the RSEO had been addressed, and the others had been partly addressed. While most of the remaining issues are relatively minor, the failure to install dehumidifier vents may lead to further issues with mould and dampness in the winter months. The mould currently affects only two of the rooms in the house, however, and damp meter readings taken at the second re-inspection were found to be within acceptable levels. While smoke and heat detectors have now been installed, the failure to produce evidence that these meet the legal requirements raises potential health and safety concerns.
60. The outstanding issues continue to have a negative impact on the lives of the tenant and her family, and on their enjoyment of the property on a daily basis.
61. Having weighed up these considerations, the tribunal determined that an appropriate reduction would be to reduce the rent payable under the tenancy by **30%** until the RSEO has been complied with. The Rent Relief Order will be effective from 28 days after the last date on which a request may be made for permission to appeal the decision to make the Rent Relief Order under section 64 of the Act.

Rights of Appeal

62. 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.
63. 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 will be treated as having effect from the day on which the appeal is abandoned or so determined.

S O'Neil

Signed..... Date...18 August 2026.....
Chairperson