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

Repairing Standard Enforcement Order (RSEO): Housing (Scotland) Act 2006 ('the Act'), Section 24

Chamber Ref: FTS/HPC/RT/26/1607

Title Number: DMF7519

Re: 58 Loanwath, Gretna DG16 5DB ("the House")

The Parties:

Dumfries & Galloway Council, Housing Standards-Economy & Infrastructure, Militia House, English Street, Dumfries, DG1 2HR (the Third-party Applicant")

Mrs. Michelle Stewart, 2 Beech Grove Gardens, Houghton, Carlisle, CA3 OLR ("the Tenant's Representative")

Ms. Annaka Sandell, Marville, Old Graitney Road, Gretna, DG16 5ET ("the Landlord")

Tribunal Members:

Susan Christie (Legal Member)
Andrew McFarlane (Surveyor/Ordinary Member)

Whereas in terms of their decision dated 28 October 2026, the First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal') determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act") and in particular, that the Landlord has failed to ensure that: -

I. 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 heating water are in a reasonable state of repair and in proper working order, in terms of Section 13(1) (c) of the 2006 Act.

II. The house meets the tolerable standard, in terms of Section 13(1) (h) of the Act.

III. In determining whether a house meets the standards of repair mentioned, regard is to be had to any guidance issued by the Scottish Ministers in relation to:

1) Electrical safety standards in relation to-

(i) installations for the supply of electricity, and

(ii) electrical fixtures, fittings and appliances;

2) Equipment for detecting fire and for giving warning of fire or suspected fire

3) The tolerable standard;

Section 13 of the Act.

The tribunal now requires the landlord to carry out such work and provide documentation as is necessary for the purposes of ensuring that the House meets the repairing standard and that any damage caused by the carrying out of any work in terms of this Order is made good.

In particular, the Tribunal requires the Landlord to: -

1. Install in the House satisfactory equipment for detecting fire and giving warning in the event of fire or suspected fire by installing one smoke detector in the room most frequently used for general daytime living purposes, one smoke detector in every circulation space, one heat detector in the kitchen of the House; all smoke and heat detectors to be ceiling mounted and interlinked. All in line with the Scottish Government Guidance on the tolerable standard Chapter 16: Satisfactory Fire Detection.
2. Instruct a suitably qualified SELECT, NICEIC or NAPIT registered electrician to carry out a certified electrical inspection of the entire electrical installation of the House and all electrical appliances and equipment supplied by the landlord and carry out all necessary works to rectify any identified C1 and C2 categorised areas. Thereafter, to provide the First-tier Tribunal for Scotland (Housing and Property Chamber) with a current satisfactory Electrical Installation Condition Report (EICR), including Portable Appliance Testing (PAT), all prepared by a suitably qualified SELECT, NICEIC or NAPIT registered electrician.
3. Instruct a suitably qualified Gas Safe registered engineer to carry out a gas safety inspection of the House. Thereafter, to provide the First-tier Tribunal for Scotland (Housing and Property Chamber) with a current Gas Safety Record showing all gas appliances in the House are safe and working efficiently.

The Tribunal order that the works specified in this Order must be carried out and completed within the period of five weeks of the date of service of this Notice.

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.
Please note that in terms of section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.

In witness whereof these presents type written on this and the preceding pages are executed by Susan Christie, Legal Member of the Tribunal, at Glasgow on the Thirtieth October 2026 in the presence of the undernoted witness: -

S Christie

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 ("the Act") Section 24(1)

Chamber Ref: FTS/HPC/RT/26/1607

Title Number: DMF7519

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Ms. Annaka Sandell, Marville, Old Graitney Road, Gretna, DG16 5ET ("the Landlord")

Tribunal Members:

Susan Christie (Legal Member)
Andrew McFarlane (Surveyor/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 firstly that the Landlord has such a duty; and secondly they have not complied with the duty imposed by Section 14(1)(b) of the Act. The tribunal accordingly made a Repairing Standard Enforcement Order ("RSEO") as required by Section 24(2) of the Act.

Background

1. The Third-party Applicant applied to the Tribunal around 13 April 2026 in terms of Section 22(1A) of the Housing (Scotland) Act 2006, seeking an Order against the Landlord on the basis that she had failed to comply with the duties imposed by Section 14(1)(b) of the Act, under section 14(1) to meet the Repairing Standard.
2. By Notice of Acceptance of Application, dated 29 May 2026, the Legal Member with delegated powers of the Chamber President intimated that there were no grounds upon which to reject the application and the application was referred to the tribunal for a determination.
3. The application included paperwork relating to intimation to the Landlord, detailing the matters complained and also ancillary matters pertaining to the legal duties around providing a written agreement and tenancy deposit duties.
4. No written representations were submitted by the Landlord, nor was any documentation produced.
5. An inspection of the House was arranged to take place on 28 October 2026 at 10.30 a.m. and a Hearing for 3 p.m. by conference call.

The Inspection

6. The tribunal inspected the House on 28 October 2026 at 10.30 a.m.
7. At the time of the inspection the weather was dry and bright.
8. The House is a terraced dwelling house. The surviving tenant is in occupation.
9. Access was given to the tribunal by the Tenant's Representative, Mrs. Michelle Stewart. Mr. Black attended as representative for the Third-party Applicant. The Landlord was not in attendance.
10. The tribunal inspected the House in relation to the matters complained about in the application
11. A Schedule of Photographs taken during the inspection is attached to this decision.

The Hearing

12. The Hearing took place from 3 p.m. on 28 October 2026 by teleconference call.
13. The Third-party Applicant was the only party on the call.
14. The tribunal was satisfied that the Landlord had been given proper intimation of the inspection and hearing including the date time and joining details by letter dated 18 September 2026, served by signed for post on 19 September 2026 and proceeded in their absence.
15. The tribunal discussed the application, and the paperwork produced by the Third-party Applicant in response to the Direction that had been issued by the tribunal to the Parties on 8 October 2026. This response comprised of copy text exchanges between the Landlord and the Tenant (and their deceased partner) when setting up a tenancy for the House. The start date being 1 October 2022 with a rent of £450 per calendar month and a deposit of £400 to be paid upfront. It was also stated that the House was let with a

fridge/freezer and a cooker and carpets included; the rent could not be increased more than once in any 12-month period and the tenant required to give 3 months' notice to leave. Keys were to be given in return for the deposit.

16. Thereafter the findings of the inspection were verbally relayed to those present and the opportunity was given to make submissions before the tribunal concluded the hearing.
17. In summary, the Third-party Applicant agreed with the findings of the inspection which have been detailed in this Decision. Further comment was made that the application was only made as a last resort due to the Landlord's noncompliance. The repairing standard checklist had been sent to the Landlord on 5 February 2026.The Landlord had not registered as a landlord for the House until 21 May 2026 after a report had been made to Police Scotland and she had been cautioned and charged with an alleged criminal offence for failing to register. It is believed that the Landlord owns other properties which are let out. Whilst the property in question is well presented it lacks the essential smoke detection and safety certification which are all critical matters for a tenant's safety. A request was made for early implementation for any orders made given the length of time since the matters were raised initially with the Landlord.
18. The tribunal thereafter reviewed all the information before it, deliberated and proceeded to a determination.

Legislation considered by the tribunal at the Hearing:
Housing (Scotland) Act 2006, Chapter 4, sections 12 and 13.
Private Housing (Tenancies)(Scotland) Act 2016 ("the 2016 Act") sections 1-3.
Housing (Scotland) Act 1987, as amended, section 86.

Findings in Fact

1) The Landlord is the owner of the House.
2) The Parties entered into a tenancy agreement in the form of a private residential tenancy agreement over the House around 1 October 2022. The initial rent was £450 per month.
3) The tenancy of the House is one to which the repairing standard applies (section 12 of Chapter 4 of the Act).
4) There are insufficient smoke alarms provided by the Landlord within the House and they do not meet the current Scottish Government requirements.
5) There is no heat detector in the kitchen of the House.
6) No Electrical Installation Condition Report has been provided to the Third-party applicant, the tenant or the tribunal. The electrics throughout the House are not evidenced to be safe.
7) There is a gas cooker within the kitchen of the House provided by the Landlord as part of the let.
8) No gas safety certificate is available for the House.
9) The Landlord has failed to comply with the repairing standard as set out in the Act.

Reasons for decision

1. The Parties entered into a private residential tenancy agreement around 1 October 2022, and this is continuing. The tribunal determined that the House was a tenancy let by the Landlord to the tenant for human habitation and came within the definition contained in Section 12 of the Act. Accordingly, the tribunal determined that it is a tenancy to which the repairing standard duty applies, as set out in sections 13 and 14 of the Act.
2. Section 14(1) of the 2006 Act states "The Landlord in a tenancy must ensure that the house meets the repairing standard – (a) at the start of the tenancy, and (b) at all times during the tenancy." In terms of Section 14(3) of the 2006 Act, "The duty imposed by subsection (1)(b) applies only where – (a) the tenant notifies the Landlord, or (b) the Landlord otherwise becomes aware, that work requires to be carried out for the purposes of complying with it". Section 22(3) of the 2006 Act states that an application can only be made if the person making the application has notified the Landlord that work requires to be carried out for the purpose of complying with the repairing standard. The Tribunal is satisfied that the Landlord was notified of the repairing standard issues at the House prior to lodging the application.
3. The tribunal inspected the alleged defects using the list provided by the tenant in order, and found:
    (1) There is no smoke detection present in the living room of the House.
    (2) There is no heat detector present in the kitchen of the House.
    (3) No electrical safety installation certificate is available for inspection for the House.
    (4) Despite their being a gas cooker within the House, no Gas Safety Certificate is available for inspection.
4. The House does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire (section 13 (1) (f) of the Act.) There needs to be at least one smoke alarm in the main daytime living room/lounge and one in every circulation space (hallways and landings) on each storey. All alarms must be interlinked ceiling-mounted fire and smoke alarms that sound simultaneously when triggered. They must be mains operated with battery back up or tamper-proof with long life lithium batteries conforming to British Standard. At least one interlinked heat alarm must be installed in every kitchen. Reference: Guidance on the tolerable standard, Chapter 16: Satisfactory Fire detection by the Scottish Government. Within the House there were only two interlinked ceiling mounted smoke alarms, one in the lower hall and one in the upper hall. This is insufficient.
5. In the absence of an Electrical Installation Condition Report prepared by an electrician registered with one of the three recognised professional bodies for the House, the tribunal determined there to be a health and safety issue for any tenant and a failure in the Landlord's responsibility. References: Private Landlords are required by Sections 19A and 19B of

the Housing (Scotland) Act 2006 to ensure that the installations in the house for the supply of electricity and electrical fixtures and fittings and appliances provided by the Landlord under any tenancy are in a reasonable state of repair and in proper working order; Scottish Government Guidance on Repairing Standard: statutory guidance for private Landlords.

6. In the absence of a gas safety report and certification by a Gas Safe registered engineer addressing the condition and safety of the gas appliance in the House, the tribunal determined there to be a health and safety issue for any tenant and a failure in the Landlord's responsibility. References: The Gas Safety (Installations and Use) Regulations 1998 as amended; Housing (Scotland) Act 2006, section 13.
7. The tribunal is satisfied that the Landlord has failed to comply with the repairing standard in relation to the complaints made in the application. The tribunal concludes that the Landlord has failed to comply with the repairing standard as set out in the Act. The Act states that where a tribunal decides that a Landlord has failed to comply with their duty in that respect, the tribunal "must by order require the Landlord to carry out such work as is necessary for the purpose of ensuring that the house concerned meets the repairing standard."
8. The Tribunal having determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act and proceeded to make a Repairing Standard Enforcement Order (RESO) to require the Landlord to comply with the terms of the Repairing Standard Enforcement Order now made and issued with this Decision.
9. The decision of the Tribunal is unanimous.

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.

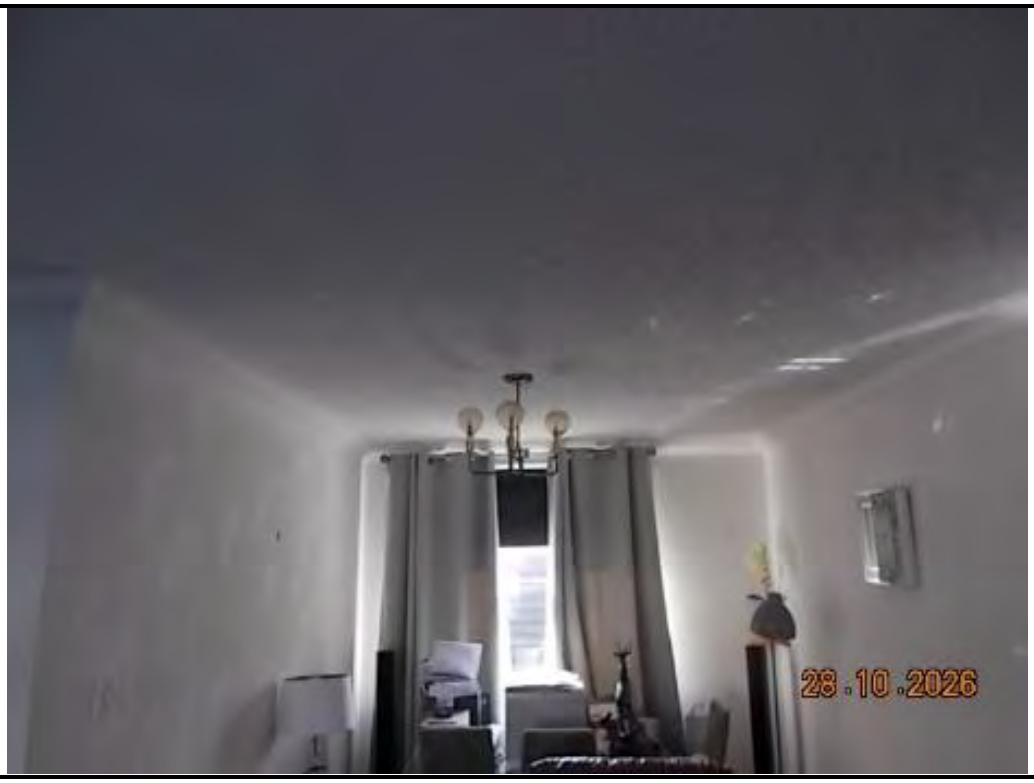
S Christie

28 October 2026

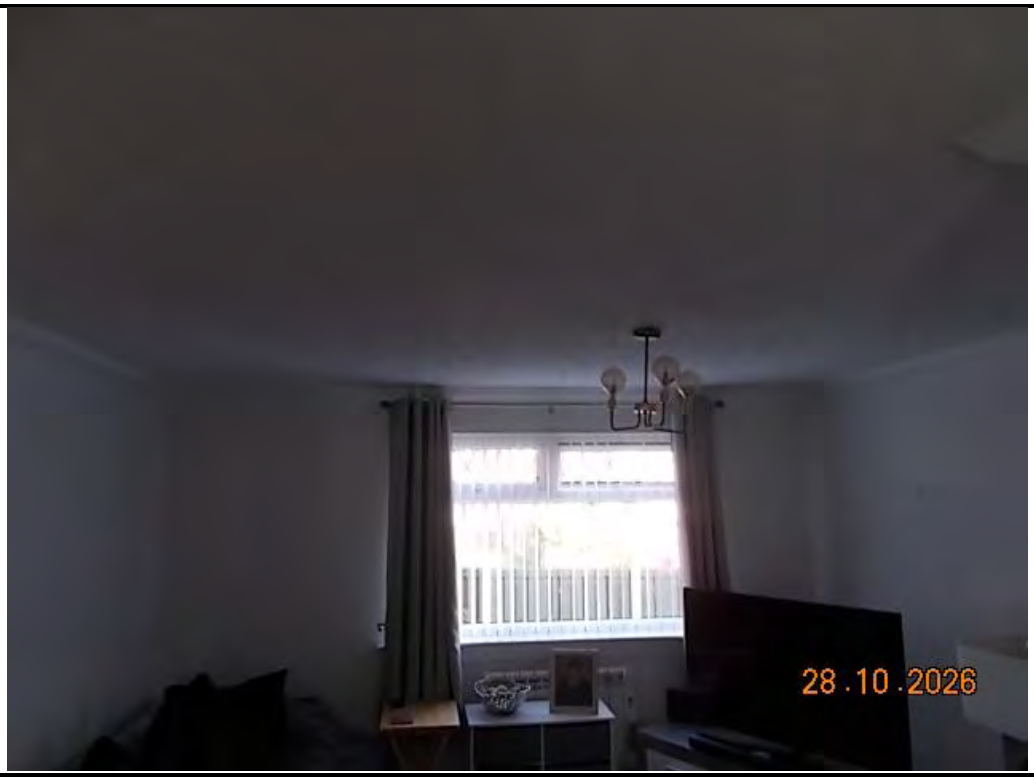
Property Address	58 Loanwath Road Gretna DG16 5DB
Case Reference	FTS HPC RT 26 1607



Schedule of Photographs taken during the inspection by tribunal members on 28 October 2026



1. Living Room looking towards rear



2. Living Room looking towards front



3. Kitchen main area



4. Kitchen secondary area



5. Ground level Hallway



6. Upper level Hallway



7. Kitchen Gas Cooker



8. Kitchen Socket at Cooker Control Unit