Housing and Property Chamber
First-tier Tribunal for Scotland

Tribunal for Scotland Housing and Property Chamber) ("the Tribunal")

STATEMENT OF DECISION OF THE TRIBUNAL UNDER SECTION 24 (1) OF THE HOUSING (SCOTLAND) ACT 2006

Reference Number: FTS/HPC/RP/25/5483

Land Register Description: 13B Eglinton Street, Irvine, KA12 8AX being the subjects registered in the Land Register of Scotland under Title Number AYR24864 ("the Property")

Parties:
Shelby Dickson, 13B Eglinton Street, Irvine, KA12 8AX ("Applicant and Tenant")

Mark Speirs, 11 Burns Street, Irvine, KA12 8RW ("The Landlord and Respondent")

Tribunal Members:

Melanie Barbour (Legal Member) and Greig Adams (Ordinary Member - Surveyor)

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 had complied with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 ("the Act") in relation to the Property, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act, and has determined to make a Repairing Standard Enforcement Order ("RSEO").

BACKGROUND

1. By application received on 19 December 2025 (hereinafter referred to as "the Application"), the Tenant applied to the Tribunal for determination as to whether the Landlord had failed to comply with the duties imposed by section 14 (1)(b) of the Housing (Scotland) Act 2006.

2. The application stated that the Tenant considered that the Landlord had failed

to comply with the duty to ensure that the Property meets the repairing standard, and that the Landlord had failed to ensure compliance with Section 13 (1) (a), (b), (h) (1), and (h) (5) of the 2006 Act.

3. The Tenant attached various documents in her application: repair notification letter and tenancy agreement.

4. The Landlord Notification of Repair Letter detailed the nature of the complaint. It stated that the following repairs were required to be carried out: - cracks on the outside of the building front and rear which appear to be the source of damp and mould; the guttering leaks and is suspected to be contributing to damp and mould, particularly in the main bedroom, the seals on the windows were in poor condition and contributing to the damp and mould issue, the fire and CO2 alarms were not uptodate; there is a hole in the wall with loose wiring; and the font door seal has failed and is not watertight.

5. The application was accepted by the Chamber President and was referred to this Tribunal for consideration on 19 March 2026.

6. The Tribunal intimated to all parties that it would inspect the Property on 29 September 2026 at 10:00 AM. Parties were advised that a hearing would take place by telephone at 11.30 AM on the same date.

7. On 17 August 2026 and 22 September 2026, the landlord wrote to the tribunal. He submitted information stating that he had carried out repairs to the property. The landlord attached photographs showing the remedial work undertaken: namely EICR; dampness report; correspondence and photographs about the work being done. The landlord's email of 22 September set out the work he had carried out to the property.

8. On 29 September 2026, the Landlord was in attendance at the inspection and the hearing; the Tenant had left the property by the date of the hearing.

PROPERTY INSPECTION

9. The Tribunal inspected the Property on 29 September 2026. The new Tenant and Landlord gave access to the Property and were present at the time of the inspection. The Tribunal took photographs during the inspection, and reference is made to the following Surveyor Report and attached Photograph Schedule dated 29 September 2026.

10. The weather conditions at the time of the inspection were dry and bright.

11. The Property comprises an upper-floor two-bedroom flat. The accommodation comprises one living room, kitchen, two bedrooms and a bathroom. There is a

shower in the main bedroom.

Surveyor Inspection

12. A review of the external fabric was undertaken to review the Applicant's complaint relating to cracks. Over the front elevation, there was noted to be an area of defective render to the right hand parapet wall adjacent to the TV aerials whilst there was also isolated deteriorated mortar pointing present to perpend joints affecting small areas. Areas of render repairs were noted to the left gable wall. At the rear of the Property, there was noted to be an area of cracked and defective render directly above the common hallway door whilst at the stair enclosure there was noted to be a vertical crack tapering and increasing in width with height and raising concern regarding structural movement. Internally within the stair, the vertical crack had been pointed with mortar pointing; however, there was no evidence of any crack stitching etc. having been undertaken. The external fabric was considered to be in a reasonable state of repair with the sole exception of the structural crack noted to the stair enclosure which was considered to fall below the Repairing Standard.

13. Concern had been raised by the Applicant regarding leaks from the rainwater gutter and related internal dampness. The gutter was noted to be in good order, and we understand that these parts were replaced in late February/early March following a series of investigations. Various internal works had also been progressed, including replacement of the window soffit, etc. There was not any evidence externally or internally of any ongoing water ingress. Qualitative moisture meter profiling was undertaken in addition to thermal imaging, which did not reveal any adverse results pertaining to any possible water ingress. It was concluded that there was not any breach of the Repairing Standard regarding the condition of the rainwater collection system or internal dampness at the time of the inspection.

14. Concern had been raised by the Applicant regarding the condition of perimeter window seals and their contribution to internal dampness issues. There was not any evidence of any water ingress or obvious draught infiltration around window perimeters, and the window perimeter seals were considered to be in reasonable order, albeit not completely free from defect. The Landlord had replaced 2 No. handles to the bedroom window prior to our inspection. It was concluded that there was not any breach of the Repairing Standard regarding the condition of the window perimeter seals or internal dampness at the time of the inspection.

15. Carbon Monoxide alarms, smoke and heat detectors are present within the Property. The alarms appeared acceptable and in working order and were considered to meet the Repairing Standard.

16. Within the entrance hallway, the previous "hole in the wall with loose wiring"

was not evident at the time of our inspection and remedial works had been completed.

17. The Applicant detailed that the front door seal had failed and was no longer watertight. There is a retrofit adhesive seal attached to the door frame which was noted to be damaged and locally missing to sections at the bottom right hand side in particular. The seal in question is a retrofit improvement and not part of the original door installation. At the time of our inspection, there did not appear to be any unacceptable air infiltration nor a breach of the Repairing Standard.

HEARING

18. The Tribunal's ordinary member went through the items which had been inspected during the Property inspection. He confirmed the findings of the inspection as set out above in the survey report.

19. The landlord had nothing to add by way of comment in respect of any of the ordinary member's findings, other than in relation to a review of the external fabric was undertaken to review the Applicant's complaint relating to cracks.

20. The landlord explained that he can arrange to have someone look at the crack to the rear of the property. He asked for the tribunal to set out recommendations in terms of this crack at he rear of the building, and he would speak to the other owners in the building. He advised that it had not been previously investigated. He advised that he had carried out the repairs himself to the cracks in the internal stairwell.

FINDINGS IN FACT

21. Having viewed the Property and having considered the available evidence, the Tribunal makes the following findings in fact: -

22. The Landlord is the owner of the Property, and the title is recorded in his name.

23. The Tenant was a party to the tenancy until 29 May 2026. The Tenant subsequently terminated the tenancy after that date. There was a new tenant in the property at the date of the inspection.

24. By notice dated 8 September 2025 the Landlord was notified by the Tenant of outstanding repairs prior to this application being made to the Tribunal and given an opportunity to rectify matters.

25. This application was lodged with the Tribunal on 19 December 2025.

26. As at 29 September 2026, at the rear of the Property, there was noted to be an area of cracked and defective render directly above the common hallway door, whilst at the stair enclosure there was noted to be a vertical crack tapering and increasing in width with height and raising concern regarding structural movement. Internally within the stair, the vertical crack had been pointed with mortar pointing. There was no evidence of any crack stitching having been undertaken. The external fabric was considered to be in a reasonable state of repair with the sole exception of the structural crack noted to the stair enclosure which was considered to fall below the Repairing Standard.

27. As at 29 September 2026, all other matters complained about appear to have been addressed to a reasonable standard, and there was no evidence of a breach of the repairing standard in terms of those matters.

28. The Property does not meet the repairing standard as set out in the foregoing findings in fact.

REASONS FOR DECISION

29. The Tribunal had regard to what it found at the Property inspection and considered the evidence at the hearing and the paperwork provided by the Landlord. The Tribunal had regard to the statutory obligations imposed upon a residential Landlord to comply with Scottish Government guidelines. We also considered the terms of sections 13 and 14 of the 2004 Act in relation to the repairing standard.

30. We find that the Property is let as a residential tenancy.

31. The Tribunal found that there was, at the rear of the Property, an area of cracked and defective render directly above the common hallway door whilst at the stair enclosure, there was noted to be a vertical crack tapering and increasing in width with height and raising concern regarding structural movement. Internally within the stair, the vertical crack had been pointed with mortar pointing. There was no evidence of any crack stitching having been undertaken. The external fabric was considered to be in a reasonable state of repair with the sole exception of the structural crack noted to the stair enclosure which was considered to fall below the Repairing Standard.

32. Accordingly, in terms of section 13 of the 2006 Act, we find that the structure and exterior of the house is not in a reasonable state of repair, as there is a vertical crack to the rear of the property raising concern of structural movement.

33. The Tribunal determined that the Landlord had failed to comply with the duty imposed by section 14 (1)(b) of the 2006 Act in respect of the matter set out above. The Tribunal therefore must require the respondent to carry out the

works necessary for meeting the repairing standard and will therefore make a repairing standard enforcement order ("RSEO") in terms of Section 24 (2) of the 2006 Act.

34. Having decided to make an RSEO, the Tribunal considered the length of time which should be provided for compliance. The Tribunal elected that a period of 12 weeks from the date of service of the RSEO was suitable, having regard to the nature of the matters which require to be addressed by the Landlord, the length of time it appears that they have been outstanding for, and the likely length of time to instruct and carry out the required works and provide supporting evidence of same.

RIGHT OF APPEAL
Landlords, Tenants or third-party applicants aggrieved by the decision of the Tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only within 30 days of the date the decision was sent to them.

EFFECT OF SECTION 63
Where such an appeal is made the effect of the decision and of the order is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or, finally determined by confirming the decision, the decision and the order will be treated as having effect from the date in which the appeal is abandoned or so determined.

M Barbour

Legal Member Witness

19 October 2026

Date

Photograph Schedule Attached

Housing and Property Chamber
First-tier Tribunal for Scotland



13B Eglinton Street, Irvine,
KA12 8AX
"the Property"/ "the House")

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SCHEDULE OF PHOTOGRAPHS



1 Front Elevation.



2 Left Gable elevation.



3 Close view of area of re-rendering to Left Gable Wall.



4 View of front roof pitch and gutter.



5 View of front roof pitch and gutter.



6 Area of damage to render adjacent to TV aerials at front right corner.



7 View of ventilation grille to left gable wall.



8 Isolated areas of deteriorated mortar pointing to perpends over small areas of front elevation.



9 Area of cracked and defective render to rear elevation above common hall door.



10 Rear Elevation at first floor.



11 Vertical tapering crack to common stair left wall.



12 Close view of stair crack.



13 Further view at high level to stair crack.



14 Rear Elevation at first floor.



15 Common Stair – mortar pointing at location of vertical crack.



16 Deterioration to retrofit adhesive foam strip at main entrance door frame.



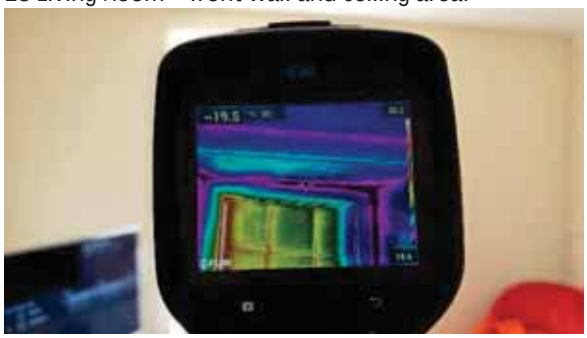
17 Repaired wall area at former intercom location.



18 Living Room – front wall and ceiling area.



19 Living Room – window soffit area repaired.



20 Thermal image taken over Living Room window.



21 Example of perimeter seals to windows.



22 Heat detector within Kitchen.



23 Extract fan and CO detector within Kitchen.



24 Extract fan over shower.