Housing and Property Chamber
First-tier Tribunal for Scotland

First-tier 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**

In connection with

The Steward's House, Burntisland Golf Club, Dodhead, Kirkcaldy Road, Burntisland KY3 9LQ ("the House")

The Parties:

Robert Hanvey, The Steward's House, Burntisland Golf Club, Dodhead, Kirkcaldy Road, Burntisland KY3 9LQ ("the Tenant")

Burntisland Golf Club, Dodhead, Kirkcaldy Road, Burntisland KY3 9LQ ("the Landlord")

Tribunal Reference number: FTS/HPC/RP/25/4461

DECISION

The Tribunal, having made such enquiries as are 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 (hereinafter "the Act") in relation to the House, and taking account of the evidence led at the inspection and hearing and of the written documentation provided, determined that the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the Act.

Background

By application dated 14 October 2025 (hereinafter referred to as "the Application"), the Tenant applied to the Tribunal for a determination of whether the Landlord had failed to comply with the duties imposed by section 14(1)(b) of the Act.

The Application stated that the Tenant considered that the Landlord had failed to comply with the duty to ensure that the House meets the repairing standard and, in particular, that the Landlord had failed to ensure compliance with the following paragraphs of section 13(1) of the Act:

"(a) the house is wind and water tight 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,

(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 meets the tolerable standard."

(j) the house has satisfactory provision for, and safe access to, a food storage area and a food preparation space, and

(k) where the house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks"

The Tenant complained about windows not operating as intended; damaged ceiling in above the shower; the absence of mechanical ventilation in the bathroom; the bathroom window being broken; gaps in the flooring in the bathroom including the junction of the bath panel and the flooring; water ingress via the front room window mullion; water ingress through the roof at various locations throughout the House; the windows failing to provide a means of escape; that the common exit door in the stairway outside the House is not capable of being opened without a key in an emergency; that the common stair has a commercial kitchen door leading onto it but that the door is not one hour fire rated, with intumescent seals and fitted with a fire alarm activated closer; that the tumble dryer is subject to a recall notice; that the kitchen units are old and unserviceable; that there are gaps around the cooker; plinth plates are missing; the cooker is old and the kitchen flooring is torn; the water supply is cloudy; the clubhouse fire alarm is malfunctioning; the Tenant cannot use the taps in the bathroom and kitchen by reason of his disability; there is a moth infestation; and a light fitting in the common hall is hanging loose.

By letter dated 23 June 2026, the President of the Tribunal intimated a decision to refer the application under section 23(1) of the Act for determination.

The Tribunal comprised the following members:

John McHugh, Chairperson
Andrew Taylor, Ordinary (Surveyor) Member.

The Tribunal served Notice of Referral in terms of Paragraph 1 of Schedule 2 to the Act upon the Landlord and the Third Party.

A hearing and inspection were fixed for 13 August 2026.

The Tribunal inspected the House on 13 August 2025. The property was occupied by the Tenant's friend, Alistair Wells, the Tenant having had to go to hospital that morning after becoming ill. The Landlord was represented by the Club Captain, Steven Stevenson.

Following the inspection, the Tribunal held a hearing on the same day at the Dunfermline Sheriff Court. Mr Wells and Mr Stevenson again attended. The Landlord was also represented by its solicitor, Ms Anderson.

The Tribunal considered the written evidence submitted by the parties and the parties' oral submissions.

Submissions at the Hearing

Mr Wells had been able to make brief telephone contact with the Tenant who agreed that he should represent him at the hearing. Mr Wells has some knowledge of the background because he lives with the Tenant some of the time.

Parties are agreed that the roof had been leaking and that the Landlord carried out significant roof works to address the issue after the Application was made. The Landlord had understood these works to have been successful. Mr Wells believes that after the works were carried out the Tenant experienced water ingress from the roof in the hall area and had had to use buckets to collect the rainwater. Parties are agreed that the light at the top of the common staircase has been replaced and that the kitchen and bathroom taps have been replaced with a type suitable for the Tenant. The Landlord accepts that decorative works are required to deal with the effects of water ingress. The Landlord stands ready to replace the front room window. A window had been purchased previously but the Tenant had not afforded access for it to be fitted. Mr Wells thought that was because of the Tenant's ill health at the time. There seem to have been strained relations between the parties in the past but relations with Mr Stevenson, the new Club Captain, have been better. Parties are agreed that there had been a history of false alarms from the main fire alarm for the building but that these had been resolved. Parties are agreed that the issue of cloudy water has been resolved.

Mr Stevenson accepted that the House would benefit from refurbishment but the golf club's finances restrict the level and pace of works which it can afford. Some of the issues identified had been similar at the time the tenancy began. The peeling

wallpaper above the shower was related to steam from the shower as opposed to external water ingress.

Summary of the Issues

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

Findings in Fact

The Tribunal confined its inspection to the items of complaint detailed within the Application.

The Tribunal made the following findings in fact:

1 The House is a flat on the upper level of the Burntisland Golf Clubhouse. The rest of the building is used for the operations of the golf club.

2 The House is accessed by a common stair which serves both the House and the Club Captain's office.

3 At the foot of the access stair is a door leading to the car park and two internal doors leading to other parts of the clubhouse including the kitchen.

4 The tenant has occupied the House since 3 September 2021.

5 There is a private rented tenancy agreement between the parties dated 3 September 2021.

6 The Landlord is the owner of the House.

7 The provisions of Chapter 4 of Part I of the Act apply to the tenancy.

8 The Tenant notified the Landlord's representative of the defects in the House which are now the subject of the Application by letter dated 6 October 2025..

9 The inspection on 14 August 2025 revealed:

a. A new light had been installed in the common staircase area.

b. Interlinked mains smoke alarms are present in the House which are independent of the clubhouse fire alarm system.

c. There is evidence of damage to walls and ceilings throughout the House from historic water ingress.

d. No elevated damp readings were found.

e. There was no evidence of current water ingress.

f. The wallpaper is peeling from the bathroom ceiling above the shower.

g. The taps in the kitchen and bathroom have been replaced.

h. The vinyl flooring in the bathroom is not well fitted to the bath and WC.

i. The vinyl flooring in the kitchen is in acceptable condition but is missing a bar between it and the carpeted hallway.

j. The kitchen units are old and worn and at or nearing the end of their life.

k. The freestanding cooker has a button missing.

l. A large gap exists around the freestanding cooker.

m. The windows in rooms other than the front room are timber windows of some age. They do not open and close easily and sre in need of repair. The kitchen window cannot be fully closed. The bathroom window has a broken pane.

n. There is no extractor fan in the bathroom.

o. The door at the foot of the common staircase is operated by a key lock.

p. There was no evidence of water ingress in the area of the front room window

q. Moths were observed in a trap in one of the bedrooms.

A schedule of photographs taken at the inspection has been provided to the parties.

Reasons for the Decision

The following issue have been agreed as having been resolved: the cloudy water supply; the kitchen and bathroom taps; the light fitting in the stairway and the clubhouse fire alarm system.

Roof.

The Tribunal noted that the Landlord had provided invoices evidencing significant roofing works having been completed. The inspection took place at a time of a lengthy period of unusually dry weather. There was no evidence of recent water ingress and damp meter readings in historically affected areas were low. The Tribunal could not therefore find any evidence that there is any current issue of water ingress but when the weather conditions change, there is a risk that it may be found that the repairs carried out are not totally effective.

Windows

The Tribunal found no evidence of a leak at the front room window. Nonetheless, the Landlord has a new window ready to be fitted.

The bathroom window has a cracked pane.

The kitchen window does not close fully.

The bedroom windows are stiff in their operation.

Kitchen

The fitted kitchen units are old and at or near the end of life. The cooker has a broken button. There are gaps around the cooker. The vinyl floor needs a bar at the junction with the hall carpet. Some unit plinths are missing. The tumble dryer was said to be subject to a safety recall. The Landlord advised that a check did not reveal a recall in place for this particular tumble dryer. Mr Wells advised that he believed that a visitor to the House had told the Tenant of the existence of the recall but he did not have any details. In any event, Mr Wells reports that it has stopped working. The issue of the tumble dryer not working only arose after the Application and does not form part of it. We find no evidence of the existence of a safety recall. We do not consider that the general condition of the kitchen and the gaps around the cooker are sufficient to amount to a breach of the repairing standard.

Bathroom

The wallpaper is peeling above the shower. Although it is said that it was in the same condition at the beginning of the tenancy, there is no evidence of this and in any event we consider that the condition of the ceiling would have been a breach of the repairing standard at the time, as it is now. It is said that the issue arises because of use of the shower rather than external water ingress. This is likely to be accurate but nonetheless

the condition is still a failure to meet the repairing standard. The bathroom vinyl flooring is not well fitted to meet the bathroom fixtures.

Fire Safety

The Applicant complains that the bedroom windows may not offer sufficient means of emergency escape as is required by current building regulations. However, the property is of considerable age and so we do not consider that current building regulations for new properties ought to be relevant. The Applicant has not set out in any detail the basis for this head of complaint. We identify no breach of the repairing standard in this respect.

The Applicant complains that the door at the foot of the staircase is not capable of being opened without a key and we consider that in this respect there is a breach of the repairing standard.

Th Applicant further complains of a need for improvements to the internal door between the clubhouse kitchen and the stairway including that the door be one hour fire rated; have intumescent seals and be fitted with a closer linked to the clubhouse's fire alarm. We have not identified that these are requirements of the repairing standard. It may however be that such requirements are imposed by regulations relating to fire safety in commercial premises which are not a matter for the Tribunal. The Landlord may which to take advice to ensure it is meeting its obligations in this regard.

Moths

The Tenant complains of a moth infestation. Moths were observed in a trap in the bedroom. Mr Wells reports that moths have been a problem for some time and that the Landlord has supplied traps. Mr Wells attributes the problem partly to the moths being attracted to the damp atmosphere caused by the roof leak.

The Repairing Standard

The Tribunal considers that the House fails to meet the repairing standard in the following respects: the damaged décor throughout the house relating to historic water ingress; the broken bathroom window pane; the windows which do not operate as intended; the absence of a bar between the kitchen vinyl and the hall carpet; the broken cooker; the missing kitchen plinths; the damaged wallpaper above the shower; the poorly fitted bathroom vinyl flooring; the inability of the exit door at the foot of the stairs to be opened without a key; and the presence of moths.

Observations

If it is the case that the tumble dryer is not working, then that may be the subject of a fresh application to the Tribunal so the Landlord may wish to address this issue directly now.

The Landlord and Tenant are encouraged to work together to facilitate the works required to the House. If the Tenant were to unreasonably deny access, then the Landlord would have the option to make a separate application to the Tribunal to be granted access. Delay caused by the Tenant might also justify the terms of the Repairing Standard Enforcement Order being amended.

Although some issues of complaint have not been found by the Tribunal to constitute breaches of the repairing standard, the House would in many respects benefit from substantial refurbishment works and the Landlord may wish to consider a planned programme of renewal rather than simply conducting ad hoc repairs.

Decision

The Tribunal, considering the terms of section 13(3) of the Act, determined that the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the Act and resolved to make a Repairing Standard Enforcement Order.

The decision of the Tribunal was unanimous.

Right of Appeal

A landlord, tenant or third party applicant 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 of the 2006 Act

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 day on which the appeal is abandoned or so determined.

John M McHugh
Chairperson

Date: 17 August 2025