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

Case Reference FTS/HPC/RP/25/ 0983

57/2 King Street, Perth. PH2 8JB being the subjects registered in the Land Register of Scotland under Title Number PTH2033 ("the Property")

The Parties:-

Kelsea Reinke, 57/2 King Street, Perth, PH2 8JB ("the Tenant")

Dr Edward Lowson, c/o Belvoir Perth Estate Agent and Letting, 62 South Street, Perth, PH2 8PD ("the Landlord")

Tribunal Members:

Shirley Evans (Legal Member) and Robert Buchan, 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 has 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 dated 19 February 2026 (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 the Property meets the Repairing Standard. In particular, the Tenant claimed the Landlord had failed to ensure that -

(a) The house is wind and watertight and in all other respects reasonably fit for human habitation in terms of Section 13 (1) (a) of the Act.

(b) Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order, in terms of Section 13(1) (d) of the Act.

(c) any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed in terms of Section 13 (1) (e) of the Act

(d) The house meets the tolerable standard in terms of Section 13(1)(h) of the 2006 Act in that-

(i) It has satisfactory provision for natural and artificial lighting, for ventilation and for heating.

(ii) It has an adequate piped supply of wholesome water available within the house.

(iii) It has a sink provided with a supply of both hot and cold water within the house.

3. The Tenant provided within the Application details as to why she considered that the Landlord had failed to meet the Repairing Standard. By email dated 25 April 2025 to the Landlord's letting agents, Belvoir Perth Estate Agent and Letting ("Belvoir") the Tenant intimated defects which the Tenant considered the Landlord required to repair in order to bring the Property up to the Repairing Standard. The Tenant also provided the Tribunal further emails with the Landlord dated 24 November 2024 ,4 and 5 January 2025 and with Belvoir dated 17 – 28 March and 1 April 2025 regarding the items of disrepair and a copy of the Private Residential tenancy agreement with a start date of 23 July 2024.

4. The Application was accepted by the Chamber President and was referred for this Tribunal's consideration.

5. On 11 August 2026 the Tribunal intimated to the Tenant and to Belvoir as the Landlord's agent that they would inspect the Property on 23 September 2026 at 10am. Parties were also advised that an in-person hearing would be held at 11.30 am on the same date at Inveralmond Business Centre, 6 Auld Bond Road, Perth, PH1 3FX. Belvoir were advised that written representations or a request to make oral representations must be returned to the Tribunal by 1 September 2026.

6. On 19 August 2026 the Tribunal issued a Notice of Direction to the Tenant and to Belvoir as the Landlord's agent. In terms of the Notice of Direction both parties were required by 9 September 2026 to lodge

i. all correspondence showing or tending to show when the Tenant gave notice to the Landlord or the Landlord's agents that repairs were required to the boiler and heating system, the windows and tap, that a carpet was damaged and had deteriorated and that a kitchen drawer was broken, all corresponding documents in relation to the maintenance of the Property in relation to these items and in particular any documentation showing when the Tenant's reports

relating to these items were made, whether they were or were not attended to and when any such repairs were completed

ii. A full note of any repairs that are outstanding at the Property, when these were intimated to the Landlord or the Landlord's agent and how these were intimated, failing which written confirmation that all repairs are complete and

iii. A list of witnesses.

Further the Landlord was required to lodge copies of the annual Gas Safety Certificates throughout the duration of the tenancy together with any correspondence showing or tending to show these were provided to the Tenant on an annual basis also by 9 September 2026. The Tenant was also required to provide a copies of the receipts in relation to the boiler and drawer repairs and the purchase of two radiators by 9 September 2026. Neither party complied with the Notice of Direction by 9 September 2026.

7. No written representations were lodged by or on behalf of the Landlord by 1 September 2026.

8. On 11 September 2026 Belvoir sent an email to the Tribunal. They stated they had no knowledge of any outstanding maintenance, that a system called Fix Flo for reporting repairs was on their website and that there were issues with access to the Property. Belvoir enclosed Gas Safety Certificates dated 6 December 2023 and 23 December 2024, an invoice dated 25 October 2025 from RLR Contractors Ltd for a gas safety inspection and a list of what appeared to be emails. No copy emails were attached. The Tribunal requested a mandate in order for these to be crossed to the Tenant and for Belvoir to represent the Landlord at the Hearing. The mandate was not forthcoming. As a result, these items were not crossed over to the Tenant.

9. On 22 September 2026 the Tenant lodged an email with emails from Belvoir to the Landlord dated 21 September 2026 and his reply to Belvoir dated 22 September 2026 regarding the Application and a Notice to Leave.

Property Inspection

10. The Tribunal inspected the Property on 23 September 2026. The Tenant was present at the inspection. She was accompanied by her mother Dr McGorski. There was no appearance by or on behalf of the Landlord.

11. The Property is a 3 bedroom first floor flat in a 4 storey end terraced block of traditional stone and slate construction on the corner of King Street and Kings Place, Perth. The building is Listed, category B, as being of special architectural and/or of historic interest. The Listed description states that the block was designed in 1840 and completed c 1887. The Property overlooks the South Inch park on the fringe of the city centre and is a short walk from Perth railway station.

12. Accommodation comprises Hall, Lounge, Kitchen, Bathroom and 3 Bedrooms, one with a bathroom en-suite.

13. The Tribunal members inspected the windows which are aluminum framed and double glazed. The windows could not be opened properly and were ill-fitting. They could not be closed, leaving obvious gaps. The design appears to need two people to open them and are unduly heavy.

14. The hot water tap of the basin in the bathroom could be turned but no water comes out.

15. The carpet in the hall is in two parts, and the join has not been properly sealed such that it is a trip hazard as the join is in the middle of the hall. The floor covering in the kitchen at the door into the cupboard which houses the hot water tank is loose and, again, is a trip hazard.

16. A folding door of a corner storage unit in the kitchen is hanging off only one hinge.

17. The Tenant reported that the central heating system is not working properly but this was not tested.

Photographs were taken during the inspection by the Tribunal. Copies of the photographs are attached as a Schedule to this Decision.

The Hearing

18. The in-person Hearing in relation to the Application was held on 23 September 2026 at 11.30am at Inveralmond Business Centre, 6 Auld Bond Road, Perth, PH1 3FX. The Tenant was in attendance. The Tenant's mother was also in attendance. There was no appearance by or on behalf of the Landlord.

19. At the start of the Hearing the Tribunal outlined their observations from their inspection of the Property. By reference to the specific list of complaints raised by the Tenant, the Tribunal had noted the windows were ill-fitting and would not close properly leaving gaps, that the windows were unduly heavy, that the hot water tap in the bathroom was not working, that the hallway carpet and the kitchen floor covering were trip hazards and that there appeared to be issues with the central heating system.

20. The Tenant explained that she had reported issues with the windows almost immediately after she moved in in July 2024. She stated there was obviously a problem with the windows in the winter months as there were cold draughts coming through the gaps in the windows as they would not close. There were draughts in the lounge and in the main bedroom. There was absolutely no heating in the kitchen where the window was also draughty. Her heating bills were very expensive. In about October/November 2024 the Tenant sent a list of issues to the Landlord. A neighbour had given her his email address. She emailed the Landlord. It was all very amicable. A contractor came out to inspect the windows. She thought this was towards the end of 2024. He looked at the windows and measured them and advised he would submit a report to Belvoir. On 4 January 2025 the Landlord approved certain works. The Tenant advised however that Belvoir were just not interested in getting the work carried out.

21. The Tenant advised that she had been in contact with the Landlord since then to advise that the works had not been carried out. She had emailed him, but he had stopped responding. The last she heard from him was about February 2026.

22. The Tribunal enquired as to whether there had ever been any inspection of the Property. The Tenant explained that a company called PPG replaced the oven and a radiator. Other than PPG and the contractor who looked at the windows there had

been no inspection.

23. With regards to the heating the Tenant explained that the boiler had gone off. The Landlord had set up an account with British Gas. Belvoir were meant to have sent a contractor out but they never showed up. It was at that stage PPG appeared. They replaced the bedroom radiator. The Tribunal enquired as to whether anyone had shown her how to work the heating system or whether there were instructions. She confirmed that she had not been given any direction as to how to operate the heating system. There is a thermostat and controller on the wall next to the kitchen boiler cabinet to adjust the heating and the hot water. She can set it up so the heating comes on and off. If she is on holiday she sets it to off. However, the older radiators, namely the 2 in the hallway and the radiator in the back bedroom do not switch off. There is another thermostat in the hallway which also has to be turned off which the Tenant subsequently discovered. A plumber told her the boiler had not been installed properly and the two thermostats were competing with each other.

24. The Tribunal explained submissions had been lodged by Belvoir and that they had not been crossed to the Tenant as no mandate had been forthcoming. The Tribunal asked whether the Tenant had refused access for repairs. The Tenant disputed that and advised that she felt she was always chasing Belvoir and having to reschedule and make arrangements with her mother to be available for contractors who never showed. She felt there was constant miscommunication with Belvoir.

25. The Tribunal asked the Tenant if she had used the Fix Flo.system from Belvoir. She advised she had used it to report a leak and the tap but was told because the tap was not an emergency it would not be fixed. She had reported repairs by email.

26. The Tribunal thanked the Tenant and her mother Dr McGorski for their assistance in allowing access and for attending the Hearing.

Findings in Fact

27. Having viewed the Property and having considered the available evidence which had been made available, the Tribunal make the following findings in fact -

i. The Landlord and the Tenant are parties to a Private Residential Tenancy Agreement in respect of the Property commencing 23 July 2024.

ii. The Landlord is the heritable proprietor of the Property under Title Number PTH2033.

iii. The Tenant notified the Landlord and the Landlord's letting agents of the required repairs between 24 November 2024 to 25 April 2025.

iv. The Landlord has failed to carry out such repairs as are necessary to rectify the issues identified by the Tenant.

v. The windows in the Property cannot be opened or closed properly. They are ill-fitting, resulting in noticeable gaps and are not wind and watertight. The design of the windows appears to need two people to open them. The windows are

unduly heavy. They are not in a reasonable state of repair or in proper working order.

vi. The hot water tap of the basin in the bathroom can be turned but no water comes out. It is not in a reasonable state of repair or in proper working order.

vii. The hall carpet and kitchen floor covering have not been properly fitted and are a trip hazard. They are not in a reasonable state of repair.

viii. The folding door of a corner kitchen storage unit is hanging off only one hinge. It is not in a reasonable state of repair or in proper working order.

ix. The Tenant reports that the central heating system is not working properly. The system was not tested by the Tribunal

Reasons for Decision

28. Having inspected the Property and having considered the evidence

29. provided by the parties, the Tribunal were satisfied that the Property does not meet the Repairing Standard and in particular the Landlord has failed to comply with Sections 13(1) (a), (d) and (e) of the Act.

30. The Property does not meet the Tolerable Standard as required by Section 13(1) (h) of the Act and section 86 of the Housing (Scotland) Act 1987.

Decision

31. The Tribunal accordingly determined that the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

32. The Tribunal proceeded to make a Repairing Standard Enforcement Order ("RSEO") as required by section 24(1) of the Act. The Tribunal determined to require the Landlord to: -

i. Repair or replace the windows so that they are wind and watertight and capable of being opened and closed properly.
ii. Rectify the plumbing system so that the hot water tap of the basin in the bathroom operates properly.
iii. Repair or replace the floor coverings so that they are in a reasonable state of repair and do not present a trip hazard.
iv. Repair or replace the kitchen cupboard door so that it is in a reasonable state of repair and opens and closes properly.
v. Instruct a suitably qualified heating engineer to inspect the central heating system and
vi. to provide the Tribunal with a report on its operation with any necessary recommendations for work to ensure that it is in a reasonable state of repair and in proper working order. This report should be submitted to the Tribunal for their further deliberation within 3 weeks of the date of this Order.

33. The Tribunal order that the works specified in the RSEO must be carried out and completed by 31 December 2026. If the windows are to be replaced and require listed building consent, then an application for a variation of this Order should be sought with full details of the status of what is being proposed. The decision of the Tribunal is unanimous.

Right of Appeal

In terms of Section 46 of the Tribunal (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.

SHIRLEY EVANS.

27 September 2026

Legal Chair **Date**