



**Decision with statement of reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 24 (1) of the Housing (Scotland) Act 2006**

**Chamber Ref: FTS/HPC/RP/24/5493**

**Re: Property at 5 Craigash Quadrant, Milngavie, Glasgow, G62 7BX (“the Property”)**

**Parties:**

**Mrs Jean Torrance, 5 Craigash Quadrant, Milngavie, Glasgow, G62 7BX (“the Tenant”)**

**Mr Antonio Vezza, A&A Properties, 187 Tantallon Road, Shawlands, Glasgow, G41 3LU (“the Landlord”)**

**Tribunal Members:**

**Nicola Irvine (Legal Member) and Nicholas Allan (Ordinary (Surveyor) Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) unanimously determined that the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 (“the Act”). The Tribunal accordingly made a Repairing Standard Enforcement Order (“RSE”) as required by Section 24 (2) of the Act.**

**Background**

1. By application dated 28 November 2024 the Tenant applied to the Tribunal for a determination that the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Act.
2. The application stated that Tenant considered the Landlord had failed to comply with his duty to ensure that the Property meets that Repairing Standard. The Tenant listed a number of issues, including upgrading of windows and doors,

drainage issues in the kitchen and outside the back door, a hole in the doorstep and faulty electrics.

3. By Notice of Acceptance of application dated 30 January 2025, a Legal Member with delegated powers from the Chamber President intimated no further documents were required before the application could be accepted for determination by the Tribunal. The application was therefore referred to the Tribunal for determination and Notice of Referral was served on the Landlord under Schedule 2, Paragraph 1 of the Act. An inspection was scheduled for 24 June 2025 with a hearing set for later that day. Parties were invited to make written representations in advance of the hearing.
4. On 20 May 2025 the Tribunal received written representations from the Tenant's representative and the Tribunal sent a copy to the Landlord. In summary the Tenant's representative reported that inadequate repairs had previously been carried out. Repairing issues had been notified to the Landlord's agent in November 2023. Further repairing issues were notified in April 2024 and a further repairing issue was reported in January 2025.
5. On 12 June 2025 the Tribunal received further written representation from the Tenant's representative advising that a 'repairman' had attended at the Property and took notes and photographs.

## **The Inspection**

6. The Tribunal inspected the Property at 10am on 24 June 2025. The Tenant's representative was present and allowed access to the Property. The Landlord was not in attendance and the inspection proceeded in his absence. Photographs were taken during the inspection by the Tribunal, a copy of which are attached as a schedule to this decision.

## **The Hearing**

7. Following the inspection, the hearing took place at the Glasgow Tribunal Centre, York Street, Glasgow. Neither party was in attendance and the hearing proceeded in their absence.
8. The Tribunal members discussed the observations noted at the inspection which included:-

- The living room window frame is in poor condition and sill has rotted.
  - The front door, its frame and the threshold are worn-out and rotten in sections, resulting in a hole in the threshold and daylight visible from within the property.
  - The drainage issues previously reported by the Tenant has been resolved.
  - A fault to the living room ceiling light previously reported by the Tenant has been resolved.
  - Faults to the bathroom ceiling light and extractor fan previously reported by the Tenant have been resolved.
  - Three smoke alarms were observed but were not interlinked. There was a carbon monoxide detector. There was no evidence of a heat detector in the kitchen.
9. The hearing concluded and the Tribunal determined to issue its decision in writing.

### **Findings in Fact**

10. The Landlord and Tenant are parties to a tenancy agreement which commenced 29 August 2012, although the Tenant has lived in the Property for approximately 27 years.
11. The front door to the Property is worn out and rotten in sections. It no longer fits correctly, resulting in a gap between the door and the door frame.
12. The front door frame and threshold have rotted, resulting in a hole in the threshold.
13. The living room window frame is in poor condition, and the sill has rotted.
14. No gas safety certificate was available to view.
15. No EICR certificate was available to view.
16. The smoke alarms were not interlinked.
17. There was no evidence of a heat detector.
18. The Property does not meet the Repairing Standard and in particular the Landlord has failed to comply with subsections (a) and (h) of Section 13 of the Act.

## Reasons for Decision

19. Having inspected the Property, the Tribunal saw evidence of the following:-

- Living room window and sill in poor condition
- Worn out and rotten front door together with a door frame in very poor order, resulting in draughts and heat-loss
- Smoke detectors were not interlinked
- Carbon monoxide detector was not interlinked
- There was no evidence of a heat detector

20. The Tribunal concluded that the Property does not meet the Repairing Standard in terms of the following provisions of the Act:-

- (i) In respect of section 13(1)(a), the Property is not wind and watertight and in all other respects fit for human habitation;
- (ii) In respect of section 13(1)(h), the Property does not have satisfactory equipment installed for detecting fire and for giving warning of fire; does not have satisfactory equipment installed for detecting and for giving warning of carbon monoxide that is hazardous to health.

21. 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”. The Tribunal accordingly determined to make a Repairing Standard Enforcement Order as required in terms of Section 24(2) of the Act. The Tribunal further determined that an appropriate timescale for the works to be carried out is 3 months for the date of intimation of this decision.

22. The decision of the Tribunal was 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.**

**In terms of section 63 of the Tribunal (Scotland) Act 2014, Where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or 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 determined.**

**N.Irvine**  
**Chairperson/Legal Member**

**Date** 24 June 2025