



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

Statement of Decision: Housing (Scotland) Act 2006 Section 24(1)

Chamber Ref: FTS/HPC/RT/24/5630

Title Number: GLA67144

467 Drumoyne Road, Glasgow, G51 4DD (“the Property”)

Parties:

Glasgow City Council, 231 George Street, Glasgow, G1 1RX (“the Third Party Applicant”)

Patrick Duffy, 44 Priory Avenue, Paisley, PA3 4NR (“the Landlord”)

Lorraine Morrison, 467 Drumoyne Road, Glasgow, G51 4DD (“the Tenant”)

Tribunal Members:

Josephine Bonnar (Legal Member) and Carol Jones (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 property, determined that the Landlord has not complied with the duty imposed by Section 14(1)(b) of the Act.

Background

1. By application dated 9 December 2024, the Third Party applied to the Tribunal in terms of Section 22 of the Housing (Scotland) Act 2006. They stated that the Landlord has failed to meet his obligations in terms of the Act by failing to ensure that the property meets the repairing standard. In particular, interlinked smoke and heat detectors have not been installed, there is no carbon monoxide detector, the bathroom and bedroom are affected by mould and damp, radiators in the bathroom and bedroom are leaking, the bathroom lights are faulty, the shower screen and toilet flush are broken, the handle on the bathroom window

is broken, several windows in the property are blown, tiles are missing from the roof, there is a hole in a pipe at the rear of the property, the front door is defective and plaster on the walls at the rear of the property has blown. The application also referred to the absence of an Electrical Installation Condition Report, PAT certificate and Gas Safety Record.

2. The parties were notified that the Tribunal would inspect the property on 28 July 2025 at 10am and that a hearing by telephone conference call would take place on the same date at 12 noon. The Third Party Applicant notified the Tribunal that they would not attend. The Tribunal issued a direction which required the Landlord to provide a copy of a current Gas Safety certificate and EICR for the property. He did not respond or provide the documents
3. The Tribunal attended at the property on 28 July 2025. Access was provided by Mr Findlay, a friend of the Tenant. The Tenant was not present. Neither the Third Party Applicant nor the Landlord attended. The teleconference hearing took place at 12 noon. Only the Landlord participated.

The inspection

4. The property is a former Local Authority three bedroom lower flat in a block of four, located in the Govan district of Glasgow. The Tribunal noted the following:-
 - (a) There is a single, ceiling mounted smoke detector in the hall which sounded when tested. There is no smoke detector in the living room and no heat detector in the kitchen.
 - (b) There is a wall mounted carbon monoxide detector in the kitchen, the location of which is compliant with current Statutory Guidance.
 - (c) Two recessed ceiling lights in the bathroom are defective and there are scorch marks on the adjacent ceiling panel.
 - (d) The bathroom radiator is corroded. A towel has been placed underneath because of the leak and the flooring adjacent to the radiator is damaged.
 - (e) There is no evidence of any leaks from the bedroom radiators, and they are not corroded.
 - (f) The toilet flush button and shower screen in the bathroom are missing.
 - (g) There is widespread black spot mould on the bathroom wall and ceiling cladding and the window surround.
 - (h) The handle on the bathroom window is broken and one of the panes of glass in the kitchen window is cracked.
 - (i) There is no evident defect affecting any other windows at the property.

- (j) There is a gap between the front door and the door frame and a defective lock and hinge on the door.
 - (k) There are missing and damaged roof and ridge tiles and broken sections of gutter.
 - (l) There are areas of render and brickwork at the rear of the property which are missing or damaged.
5. A schedule of photographs taken at the inspection is attached to this decision.

The Hearing

6. The Ordinary Member of the Tribunal provided the Landlord with some information about the condition of the property, as noted during the inspection. Mr Duffy said that he has not been inside the property for years, as the Tenant does not like people coming to the house. She needed a new shower, and he had to arrange for a relative of the Tenant to install it, as she would not agree to a contractor that she did not know. Mr Duffy also said that the Tenant is planning to move out and has said that she doesn't want anything fixed as she won't be living there for much longer. He issued a notice to quit over a year ago but can't put her out because she will be homeless. However, external work has been carried out. It is the Property Factor who arranges this, and they have carried out work to the roof, but he does not know what they did. However, they fixed a pipe because the back of the property was flooded, and the leak has stopped. In response to questions from the Tribunal Mr Duffy said that he does not have an EICR or Gas Safety Certificate for the property. He can't do any work inside the property as he can't get access. If there is mould in the bathroom it's because the Tenant is using the shower with the door and window shut.

Findings in Fact

- 7. There is a single ceiling mounted smoke detector in the hall which sounded when tested.
- 8. There is no smoke detector in the living room and no heat detector in the kitchen.
- 9. There is a wall mounted carbon monoxide detector in the kitchen, the location of which is compliant with current Statutory Guidance.
- 10. Two recessed ceiling lights in the bathroom are defective and there are scorch marks on the adjacent ceiling panel.
- 11. The bathroom radiator is corroded. A towel has been placed underneath because of the leak and the flooring adjacent to the radiator is damaged.

12. The bedroom radiators are not corroded and do not appear to be leaking.
13. The toilet flush button and shower screen in the bathroom are missing.
14. There is widespread black spot mould on the bathroom wall and ceiling cladding and the window surround.
15. The handle on the bathroom window is broken and one of the panes of glass in the kitchen window is cracked.
16. There is a gap between the front door and the door frame and a defective lock and hinge on the door.
17. There are missing and damaged roof and ridge tiles and broken sections of gutter.
18. There are areas of render and brickwork at the rear of the property which are missing or damaged.

Reasons for Decision

19. 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 Third Party notified the Landlord of the repairing standard issues at the property prior to lodging the application.
20. The Landlord advised the Tribunal that the Tenant does not want any work carried out at the property, that she intends to move from the property as soon as she is offered accommodation by the Local Authority. He also said that the Tenant does not want people (including the Landlord) to come into the property. However, these are relevant defenses to the application. The Tenant's attitude to the condition of the property is irrelevant. A Landlord is obliged to ensure that a property meets the repairing standard at all times during the tenancy. The Tribunal also notes that it was not claimed that the Landlord cannot get access to the property, only that he chooses not to seek access because the Tenant is reluctant to allow it. However, if it is the case that he has tried (and failed) to get access to the property for inspection and repair, the Landlord has legal remedies available to him. He has not applied to the Tribunal for assistance.

Smoke/heat detectors and carbon monoxide alarms

21. In terms of Section 13(1)(h) of the 2006 Act, the property must meet the tolerable standard. The tolerable standard includes a requirement that the property has an interlinked system of fire and smoke alarms and adequate carbon monoxide alarms. The Tribunal noted that there is a CO detector in an appropriate location in the kitchen. However, the property is only served by a single smoke alarm which is located in the hall. There are no detectors in the living room or kitchen. The Tribunal is therefore satisfied that the property does not meet the repairing standard in relation to the provision of smoke and heat alarms.

Bathroom lights and EICR

22. The Tribunal issued a direction to the Landlord which required him to provide a current EICR for the property. He failed to comply with the direction and admitted at the hearing that he does not have a current EICR. The Tribunal also noted that two of the bathroom ceiling lights are not working and there are scorch marks on the ceiling round them. Section 19A of the 2006 Act stipulates that an electrical installation condition inspection must be carried out every five years. The Tribunal is satisfied that the Landlord's failure to provide a current EICR and the condition of the bathroom lights are breaches of the repairing standard.

Radiators and Gas Safety Certificate.

23. The Tribunal issued a direction which required the Landlord to provide a current Gas Safety Certificate for the property. He failed to comply with the direction and admitted during the hearing that he does not have a gas safety certificate. As this is required in terms of Repairing Standard Statutory Guidance, the Tribunal is satisfied that the failure to provide a certificate in satisfactory terms is a breach of the repairing standard.
24. The application stated that radiators in the property are defective and leaking. At the inspection, the Tribunal noted that the bathroom radiator is badly corroded and there was evidence that it leaks. However, there was no evidence of any issues with the other radiators in the property and the Tribunal did not hear evidence from either the Tenant or the Third party on this issue. The Landlord advised the Tribunal that he has not been inside the property for some years. The Tribunal is therefore satisfied that the Applicant has only established a breach of the repairing standard in relation to the bathroom radiator.

Toilet flush and shower screen

25. The application includes complaints that the toilet flush button is missing, and the shower screen has broken off. These issues were evident at the inspection. The Tribunal is satisfied that the Landlord has failed to ensure that the property meets the repairing standard in relation to both the toilet and shower screen.

Mould and dampness

26. At the inspection, the Tribunal noted extensive black spot mould on the wall and ceiling cladding in the bathroom and around the bathroom window. It was suggested by the Landlord that this is due to a failure by the Tenant to ventilate the property while showering. There was no evidence to support this claim, and the Tribunal noted that the windows at the property were all open during the inspection. The Tribunal is satisfied that the presence of mould in the bathroom is a breach of the repairing standard and requires to be investigated and removed.
27. Although the application states that there is mould and damp elsewhere in the property, particularly in bedroom wardrobes, there was no evidence of this during the inspection. As the Tenant was not present during the inspection and did not give evidence at the hearing, the Tribunal is not satisfied that the property is otherwise affected by damp and/or mould.

Windows

28. In the application there are complaints about all the windows in the property. There is specific reference to the bathroom window handle and a complaint that all the windows are "blown". The Tribunal noted that the bathroom handle is broken and that one of the panes of glass in the kitchen window is cracked. However, there was no evidence of condensation between the panes of any of the windows in the property and the Tribunal did not hear any evidence from the Third Party or Tenant about the other windows. The Tribunal is therefore satisfied that the Applicant has only established a breach of the repairing standard in relation to the bathroom and kitchen windows.

Front door

29. The Tribunal noted a gap between the door and the door frame, a defective lock and a damaged hinge during the inspection. The Tribunal is satisfied that there is a breach of the repairing standard in relation to the front door.

The exterior of the property.

30. The Landlord claimed that work has been carried out by the Property Factor. He made specific reference to flooding at the rear of the property and a repair to a pipe. There was no evidence of ongoing flooding or a leak from a pipe at the rear of the property. However, the Tribunal noted that there are numerous missing and damaged roof and ridge tiles at both the front and rear of the property and damaged gutters at the rear of the property. In addition, the render and brickwork at the rear of the property are damaged, particularly around the waste pipe where it is extensively cracked and spalling at the base of the corner of the rear and gable walls. The Tribunal is satisfied that these defects are breaches of the Repairing Standard.

31. The Tribunal concludes that the Landlord has failed to comply with the repairing standard as set out in Section 13(a), (b), (c) and (h) of the 2006 Act.

Decision

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

33. 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.

J Bonnar

8 August 2025

Housing and Property Chamber

First-tier Tribunal for Scotland

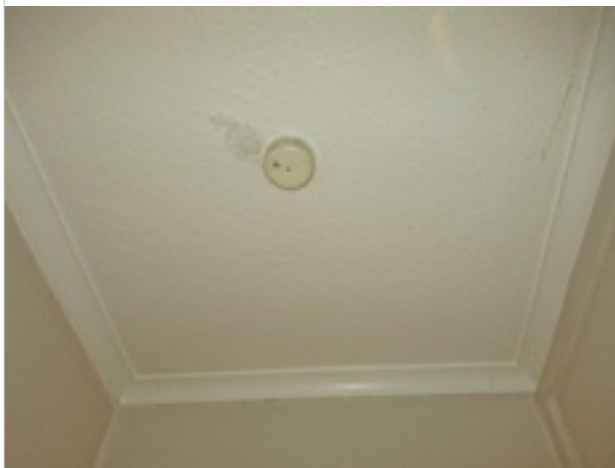


Schedule of photographs taken during the inspection of 467 Drumoyne Road, Glasgow
G51 4DD by the First-tier Tribunal for Scotland (Housing and Property Chamber) on
Monday 28 July 2025

Reference Number : FTS/HPC/RT/24/5630



Front Elevation



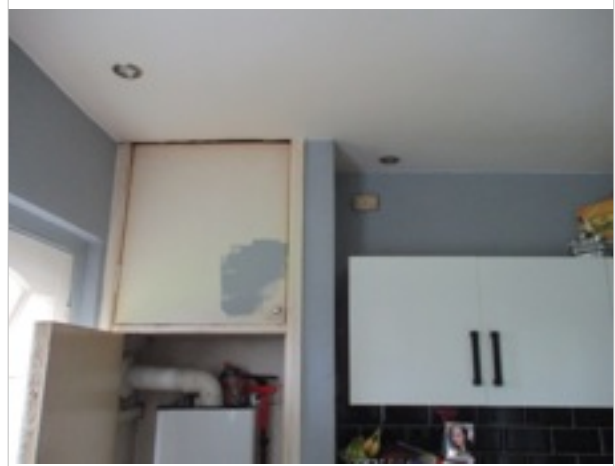
Hall - ceiling mounted smoke detector (alarm sounded when tested)



Kitchen - cupboard housing gas boiler



Kitchen - wall mounted carbon monoxide detector



Kitchen - position of carbon monoxide detector compliant with current statutory guidance



Hall - wall mounted electrical cupboard



Bathroom - recessed ceiling light fitting defective/ scorch marks on adjacent ceiling panel



Bathroom - wall mounted radiator - extensive corrosion



Bathroom - flooring damaged adjacent to radiator



Front Bedroom (1) - radiator



Front Bedroom (2) - radiator



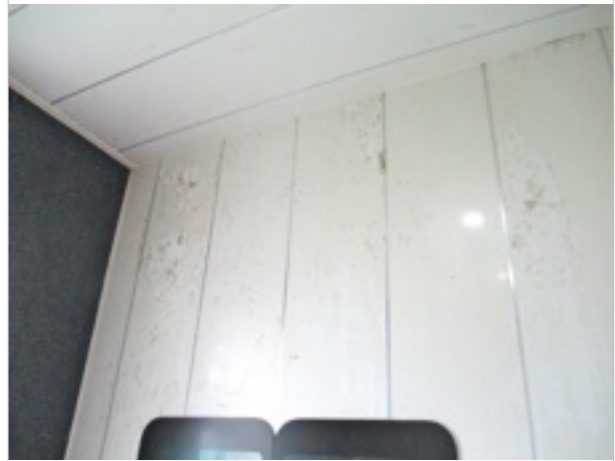
Rear Bedroom - radiator



Bathroom - toilet flush button missing



Bathroom - shower screen missing



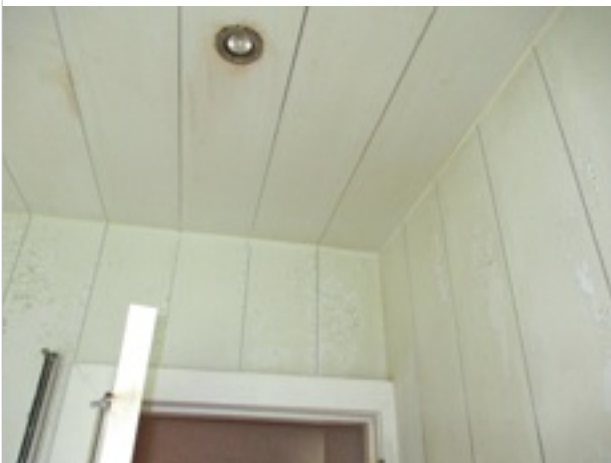
Bathroom - widespread black spot mould to wall cladding



Bathroom - widespread black spot mould to wall cladding



Bathroom - widespread black spot mould to wall and ceiling cladding



Bathroom - widespread black spot mould to wall and ceiling cladding



Bathroom - black spot mould to window surround



Bathroom window



Bathroom - window handle broken



Kitchen - window



Kitchen - top hung section of glazing cracked



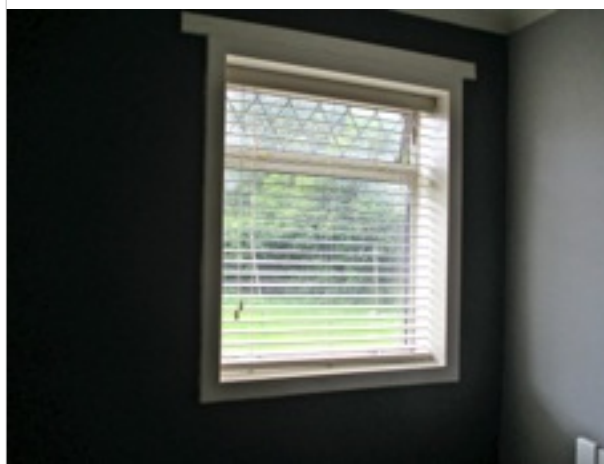
Living Room - window



Front Bedroom (1) - window



Front Bedroom (2) - window



Rear Bedroom - window



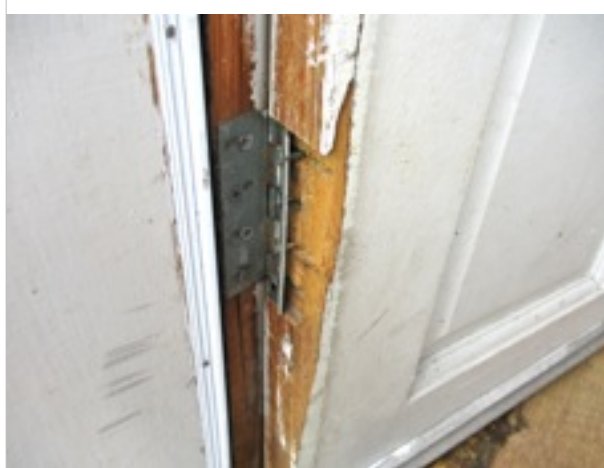
Hall - internal view of front door



Hall - full height gap to left side of front door



Hall - defective lock to front door



External view of defective hinge to lower section of front door



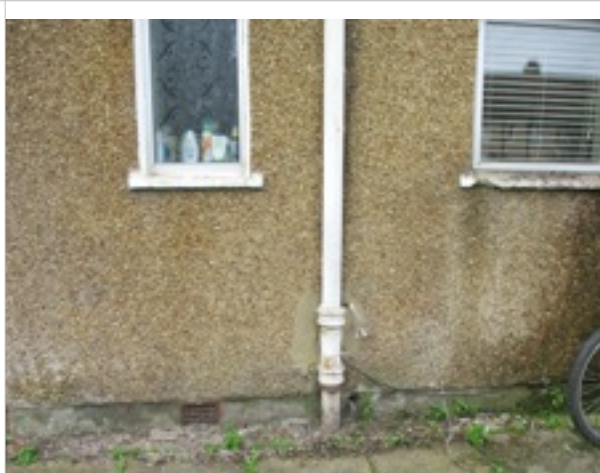
External - rear elevation



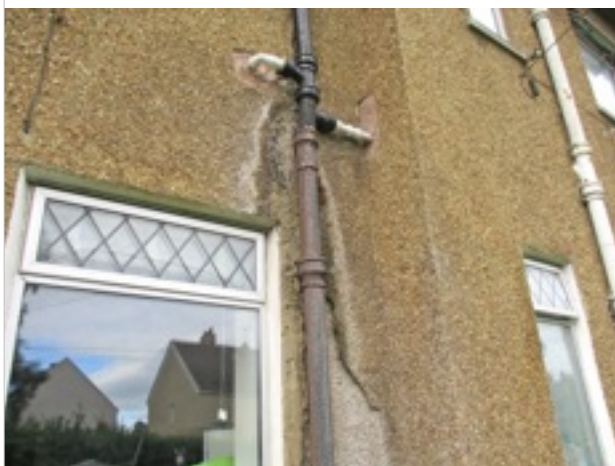
External - rear elevation - several damaged/missing roof and ridge tiles and broken sections of gutter



External - rear elevation - several damaged/missing roof and ridge tiles and broken sections of gutter



External - rear elevation - cast iron soil pipe



External - rear elevation - cast iron waste pipe



External - rear elevation - lower sections of cast iron waste pipe



External - rear elevation - extensive damage/ spalling to render surrounding cast iron waste pipe



External - area of spalling render/exposed damaged base bricks at corner of rear elevation and gable wall



External - front elevation - several damaged/ missing roof and ridge tiles



External - front elevation - several damaged/ missing roof and ridge tiles



External - front elevation - render to chimney head patched



External - front elevation - render to second chimney head patched