

Housing and Property Chamber

First-tier Tribunal for Scotland



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

STATEMENT OF DECISION: Housing (Scotland) Act 2006 Section 24 (1)

Reference number: FTS/HPC/RP/25/0785

Re: Property at 11/4, 1 Meadowside Quay Square, Glasgow, G11 6BS (“the Property”)

Title Number: GLA200526

The Parties:

Mr Steven Tran, residing at 11/4, 1 Meadowside Quay Square, Glasgow, G11 6BS (“The applicant”)

Mr Stephen McCann, c/o Alexandra House, 204 Bath Street, Glasgow, G2 4HW (“the Landlord”)

Tribunal Members:

Paul Doyle (Legal Member)

Sara Hesp (Ordinary Surveyor 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) in relation to the house concerned, and taking account of the evidence provided, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

Background

1. On 17 February 2025 the applicant submitted Form A asking for a Repairing Standard Enforcement Order on the basis that the property fails to meet both the Repairing Standard and the Tolerable Standard.

2. The applicant maintains that there is a failure to meet either the Repairing Standard or the Tolerable Standard, and in particular that:

- (a) Fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order

and

- (b) The property does not have satisfactory access to all external doors and outbuildings.

3. On 17 June 2025 the Housing and Property Chamber intimated a decision to refer the application under Section 22 (1) of the Act to a tribunal.

4. The Tribunal served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant.

5. On 4 and 7 July 2025, the landlord's representative made written submissions in which the landlord accepted that the balcony door in the property is defective. The landlord's representative explained that the landlord is willing to carry out the repairs, but has difficulty finding a supplier and contractor to carry out the work.

6. A property inspection took place at 10.00am on 4 August 2025. The applicant was present. The landlord was neither present nor represented at the inspection.

7. A hearing was scheduled to take place at 11.30am on the same day within Glasgow Tribunal Centre. That hearing had to be abandoned because of worsening weather conditions. Instead, a hearing took place by telephone conference at 4pm on 4 August 2025. The applicant was present and unrepresented. The landlord was not present, but he was represented by Mr C McColl of GSPC Ltd.

Summary of the issues

8. The issues to be determined are

- (i) Does the property meet the tolerable standard (as defined in S.86 of the Housing (Scotland) Act 1987)?
- (ii) Does the property meet the repairing standard (as defined in s.13 of the Housing (Scotland) Act 2006)?

Findings of fact

9. The tribunal finds the following facts to be established:-

(a) The landlord is the heritable proprietor of 11/4, 1 Meadowside Quay Square, Glasgow, G11 6BS ("the property"). The landlord let the property to the tenant on 29 April 2024.

(b) The property is a flatted dwellinghouse on the eleventh floor of a modern apartment block.

(c) The living room within the property features a large picture window with glazed door, leading to a small balcony. The door to the balcony should open inwards on internal rails and slide to one side. The balcony door cannot be opened. It can only tilt inward to provide ventilation.

(d) The balcony door no longer fits within the door frame. When the balcony door is closed a gap remains at the top left side of the door frame.

(e) Because the balcony door does not open, the tenant is deprived of use of the balcony.

(f) The landlord agrees that the balcony door is defective and needs to be replaced. He has tried to replace the door, but the original glazed unit and door were made by a German company which no longer trades. He has tried three separate suppliers without success.

(g) The landlord is willing to repair or replace the balcony door.

(h) Because the balcony door cannot open and cannot close properly, the property does not meet the repairing standard. The balcony door is a fixture & fitting provided by the landlord under the tenancy and it is not in a reasonable state of repair nor is it in proper working order in terms of Section 13(1)(d) of the 2006 Act;

(i) Because the balcony door doesn't open, the property does not have satisfactory access to all external doors and cannot meet the requirements of Section 13(1)(h) of the 2006 Act, and so does not meet the Tolerable Standard.

Reasons for the decision

10. (a) There is no real dispute about the facts of this case. The landlord candidly accepts that the balcony door in the livingroom of the property is defective and needs to be replaced.

(b) In written submissions dated 7 July 2025, the landlord's representative said

The property has a bi folding door that should allow access to the balcony of the property, It is an extremely large unit that unfortunately no longer allows opening.

We have been advised that the window supplier was a German company that are no longer in operation and the parts to fix are now obsolete.

We have authorisation from the landlord to have the window sliding door fixed.

Three companies have attended,

1. Maintenance window company, they advised that they would be unwilling to remove the window and door as they felt that if removed they would be unlikely to fit it back in place leaving the property unsecure.
2. Window Tec, a specialist company that has experience in resolving broken parts and replacing. They too were unsuccessful advising that they can no longer source the necessary parts to fix the issue.
3. We also had a specialist locksmith look at the issue to see if the parts could be made or supplied to allow us to resolve. He advised that the mechanism is no longer operational and could not source any replacement or fix our outstanding problem.

(c) Tribunal members inspected the property on 4th August 2025 and could clearly see a gap at the top left side of the door frame when the balcony door was closed. The tenant demonstrated that the door cannot be opened, but can tilt inward to provide ventilation.

(d) The landlord is willing to have the balcony door repaired or replaced. He has faced practical difficulty but he has known about the defective balcony door since May 2024.

(e) The only conclusion we can reach is that the landlord has not complied with the sections 13 & 14 of the 2006 Act. A repairing standard enforcement order is therefore necessary.

(f) The outstanding question for the tribunal to determine is the length of time which should be allowed for the works to be carried out. The landlord is willing to carry out the necessary work, but has been unsuccessful in tracing either the necessary parts or a suitable contractor. Against that we weigh the time which has passed since May 2024.

(g) It might be necessary to replace the entire glazed unit rather than simply find a replacement door. Because of the problems already experienced we make an order requiring the landlord to repair or replace the door within three months of today's date.

11. The tribunal makes a repairing standard enforcement order requiring the landlord to repair or replace the balcony door so that it fits properly and it opens to provide access to the balcony

All within 3 months of service of this order.

12. The decision of the tribunal was unanimous.

Right of Appeal

13. 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

14. 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.

Signed P Doyle
Legal Member

4 August 2025