

Housing and Property Chamber
First-tier Tribunal for Scotland



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 26 (1) of the Housing (Scotland) Act 2006 (“The Act”)

Chamber Ref: FTS/HPC/RP/24/2325

Re: Property at Flat1/2, 7 Elizabeth Street, Glasgow, G51 1SR (“the Property”) being the subjects registered in the Land Register of Scotland under Title Number GLA48458

Parties

Mr Bobby Sutherland formerly residing at Flat1/2, 7 Elizabeth Street, Glasgow, G51 1SR, (“the Tenant”)

Mr Shandeep Singh Kambo residing at 3, Ballochmyle Place, Glasgow G53 7GQ (“the Landlord”)

Tribunal Members:

Andrew McLaughlin (Legal Member) and Carol Jones (Ordinary Member)

Decision

[1] 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 Repairing Standard Enforcement Order (“RSEO”) dated 22 November 2024 determined that the Landlord has failed to comply with the RSEO.

Background

[2] By Application dated 21 May 2024, The Applicant sought a determination that the Landlord had failed to comply with his duty under Section 14 (1)(b) of the Act in that the

Property does not meet the Repairing Standard in respect of the following paragraphs of Section 13 (1) of the Act:

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

13 (1) (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.

13 (1) (h) The house meets the tolerable standard.

[3] The Application narrated the following two principal issues:

- 1. Faulty guttering- reported to environmental health after two years. Leading to significant damp in the kitchen, which has now led to unsafe wall and wooden window frame. Water runs in through ceiling of bathroom during heavy rain.*
- 2. Previous leak from upstairs bathroom with damp and damage to plaster in bedroom, which has been left for over a year after the leak was fixed.*

[4] The Application was submitted with a copy of the tenancy agreement and email correspondence between the Tenant and the Landlord's letting agents, 1st Lets (Glasgow) Ltd referring to a number of repairing issues with the Property over the course of the tenancy. This included complaints of an infestation of mice in the Property.

[5] The application was accepted by the Chamber President and referred to this Tribunal for consideration on 28 June 2024.

[6] The Tribunal intimated to all parties that they would inspect the Property on Monday 11 November at 10am and a Hearing would be held at the Glasgow Tribunals Centre, 20 York Street, Glasgow G2 8JX at 11.30am on the same date.

[7] At the conclusion of that process, the Tribunal made a Repairing Standard Enforcement Order.

[8] The terms of that order were that the Landlord must:

- 1. Take such steps as are necessary to stop the ingress of water into the Property including cleaning and effecting such repairs to the external rainwater goods as are necessary.*
- 2. Engage a suitably qualified pest control contractor to eradicate any vermin infestation at the Property and provide the Tribunal with evidence of all works undertaken which should include filling any holes in the kitchen to ensure no vermin can access the Property.*

3. *Redecorate the bedroom wall which has visible staining as a result of a previous leak from upstairs.*

[9] The Landlord had two months to carry out those works.

[10] Following the expiry of the period for completion of the works a re-inspection of the Property was carried out by the Tribunal on 21 May 2025.

The Tenant had emailed the Tribunal administration on 26 November 2024 stating that he had vacated the Property. Access at the re-inspection was provided by the new tenants.

[11] Following the re-inspection a report was issued to the landlord's agent, 1st Lets (Glasgow) Ltd setting out the Tribunal's findings at the re-inspection and inviting them to respond within 2 weeks, no response was lodged. Reference is made to the re-inspection report which is incorporated and held to be part of this decision.

[12] Prior to making a decision the Tribunal asked the Landlord, in an email sent by the Tribunal administration on 4 July 2025 to provide an update on the current position in relation to part 1 in the RSEO which refers to external communal repairs, all evidence of contact with the property factor since the hearing on 11 November 2024 and any other relevant documentation/quotes for the communal repairs. The agent replied by email on 11 July and forwarded a brief email chain between the agent and the factor during May 2025. The email also stated that the "*gutter cleaning that James Gibb states happened in August 2024 did not take place*"

Reasons for decision

[13] The Tribunal determined the application having regard to the terms of the application, the written representations and the findings of the Tribunal's inspection and re-inspection. The Tribunal was satisfied having regard to all of the available evidence that there was sufficient information upon which to reach a fair determination of the application.

[14] It was apparent at the re-inspection that part 3 of the order had been addressed and the wall in the rear bedroom had been redecorated. Some works to comply with part 2 had been carried out, a pest control company had been engaged and a report submitted to the Tribunal which highlights that not all holes in the kitchen have been filled by the Landlord and the vermin infestation was ongoing. This was very evident to the Tribunal at the re-inspection. At the time of the re-inspection the Landlord had not given any further instruction to the company and all treatment had stopped. Part 1 remained outstanding, no cleaning or repair works in relation to the rainwater goods have been carried out.

Section 26 of the Act is in the following terms:

26 Effect of failure to comply with repairing standard enforcement order

(1)It is for the [F1First-tier Tribunal] to decide whether a landlord has complied with a repairing standard enforcement order made by the [F2First-tier Tribunal].

(2)Where the [F3First-tier Tribunal decides] that a landlord has failed to comply with the repairing standard enforcement order, the [F4First-tier Tribunal] must —

(a)serve notice of the failure on the local authority, and

(b)decide whether to make a rent relief order.

(3)The [F5First-tier Tribunal] may not decide that a landlord has failed to comply with a repairing standard enforcement order —

(a)unless the period within which the order requires the work to be completed has ended, or

(b)if the [F6First-tier Tribunal is] satisfied, on the submission of the landlord or otherwise —

(i)that the landlord is unable to comply with the order because of a lack of necessary rights (of access or otherwise) despite having taken reasonable steps for the purposes of acquiring those rights, or

(ii)that the work required by the order is likely to endanger any person.

(4)Where the [F7First-tier Tribunal is] prevented by reason only of subsection (3)(b) from deciding that a landlord has failed to comply with a repairing standard enforcement order, the [F8First-tier Tribunal] must serve notice on the local authority stating that [F9it considers] the landlord to be unable to comply with the repairing standard enforcement order.

[15] The Tribunal was satisfied that not all the works specified in the order had been carried out within the required period. The Tribunal then considered whether the Landlord's failure to comply had been because of a lack of necessary rights despite having taken reasonable steps to acquire those rights The Tribunal had been provided with no information by the Landlord that he lacked any necessary rights.

[16] Specifically in relation to the communal repairs at part 1 in the RSEO, which would require consent from all the owners, from reviewing the documentation, there seems to be very sparse evidence of contact between the Landlord's agent and the property factor since the Tribunal inspection in November 2024. The first email chasing a follow up to the factor's email of the 17 October 2024 was sent on 12 May 2025, 7 months later and shortly before the re-inspection. There is no evidence of any correspondence sent to owners regarding the gutters or the third quote mentioned in earlier correspondence and the factor now simply appears to state in an email of the 30 May 2025 that the remedial work on the gutters has been cancelled with no detailed reason given. The Tribunal also notes that the Landlord's agent states that the gutters have not been cleaned which contradicts an email from the Property Factor on 21 May 2025 which suggests that the gutters were cleaned in August 2024. The situation appears vague and lacking in detail.

[17] The Tribunal cannot conclude that the Respondent has acted reasonably in *“taking such steps as are necessary to stop the ingress of water into the Property including cleaning and effecting such repairs to the external rainwater goods as are necessary.”*

[18] The Tribunal considered carefully the terms of the Section 26 (3) (b) (i) of the Act. There was insufficient evidence of the Respondent trying to generate activity by contacting the property factor. The Tribunal could not conclude that chasing a follow up to the factor's email of the 17 October 2024 on 12 May 2025, 7 months later and shortly before the re-inspection, was sufficient to demonstrate a serious attempt to comply with the order and ensure the property meets the repairing standard. The Tribunal had insufficient evidence to conclude that the failure to address the issue was the result of *“a lack of necessary rights”*.

Decision

[19] The Tribunal considered the condition of the Property at the re-inspection and the written representations received from the Landlords' agent. Only part 3 of the RSEO has been complied with, parts 1 and 2 remaining outstanding so the Tribunal made a finding in terms of Section 26 (1) of the Housing (Scotland) Act 2006 that that Landlord has not complied with the Repairing Standard Enforcement Order made by the Tribunal on 22 November 2024

[20] Having made a decision that the Landlord had failed to comply with the RSEO, the Tribunal then considered whether it would be appropriate to make a Rent Relief Order (“RRO”) under section 27 of the Act but the Tribunal concluded that this was not possible as the applicant was no longer the Tenant.

[21] 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.

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.



Legal Member/Chair

7 August 2025
Date