

Housing and Property Chamber

First-tier Tribunal for Scotland



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

(Hereinafter referred to as “the tribunal”)

Statement of decision of the Tribunal under Section 25 of the Housing (Scotland) Act 2006 (“the 2006 Act”)

Case Reference Number: FTS/HPC/RP/24/5599

Re: 2/1, 17 Glasgow Street, Glasgow G12 8JW (“the house”)

Land Register Title No: GLA104 214

Ms Charlene Hewitt, residing at the house (“The Tenant”)

Mr Alexander Russell-Smith, 10 Friars Brae, Linlithgow EH49 6BQ (“The Landlord”)

Tribunal Members – Sarah O'Neill (Legal Member) and Lorraine Charles (Ordinary (Surveyor) Member)

Repairing Standard Enforcement Order Against:

Mr Alexander Russell-Smith (the Landlord)

Background

1. The Tribunal issued a decision on 26 June 2025 requiring the landlord to comply with the Repairing Standard Enforcement Order (RSEO) relative to the property issued by the Tribunal on the same date.
2. The RSEO required the landlord to:
 - 1) Repair the leak in the common roof to ensure that it is wind and watertight and is in a reasonable state of repair and in proper working order.
 - 2) Repair and then redecorate the living room ceiling to ensure that it is in a reasonable state of repair and in proper working order.

The Tribunal ordered that all of the works must be carried out and completed within the period of eight weeks from the date of service of the RSEO.

3. The Tribunal carried out a re-inspection of the house on 17 September 2025. It found that repairs had been carried out to the ceiling and the tenant advised that the ceiling and walls had been recently painted. Two sections of the ceiling were tested by damp meter. The section above the fireplace indicated a low moisture reading. The section next to this indicated a high moisture reading, however. Due to the height of the ceiling, it was not possible to safely test the full area. The tenant advised works to the roof had been carried out but was unable to confirm the nature of the repairs.
4. The Tribunal also inspected the shower room. In its original decision, the Tribunal found the peeling paint in the shower room to be a cosmetic issue, and did not therefore include it in the RSEO. The tenant again raised concerns about this issue with the Tribunal, however, at the re-inspection. The Tribunal observed that the room had been repainted since its original inspection. At its original inspection, no mould was found within the shower cubicle. During the re-inspection it was noted that substantial mould was visible within the shower cubicle. Small areas of paint were starting to peel from the ceiling within the shower cubicle.
5. An email with photographs of the living room ceiling attached was received from the tenant on 3 October 2025. In the email, the tenant stated that water was leaking through a newly formed crack in the ceiling.
6. A copy of the re-inspection report was sent to both parties on 6 October inviting them to submit written representations by 20 October 2025. They were also advised that they could request an oral hearing in support of their written response within 7 days.
7. A response was received from the tenant on 6 October, setting out her views on the re-inspection report and requesting an oral hearing. She stated that following the re-inspection, there had been further episodes of water ingress through the ceiling in the vicinity of the area where the previous leak had been, which confirmed that the roof repairs have not fully resolved the issue. She stated that the property has been subject to this unresolved issue for over 13 months, and that the continuing dampness was affecting her quiet enjoyment and the habitability of the property.
8. She also asked the Tribunal to reconsider the bathroom issue, which was previously deemed cosmetic. She stated that the level of mould growth that has reappeared within a short timeframe indicates that this is a recurring and substantial issue, not merely decorative. She suggested that the rapid return of

mould strongly suggests inadequate ventilation or underlying damp, both of which can present health and safety concerns. She also requested that the Tribunal issue a rent relief order reducing the rent to 90% until the works required under the RSEO have been fully completed and the property is wind and watertight.

9. Written representations were received from the landlord on 16 October 2025. He acknowledged that the roof repairs had not been successful, and that there were still issues within the bathroom. He set out his "immediate action plan", stating that he had already instructed the property factor and his letting agent to take urgent action. He said that a roofing contractor had attended at the property to identify the source of the ongoing leak on 13 October and again on 16 October to investigate internal damage resolution. He also stated that he was taking action to address the tenant's concerns regarding the bathroom by completing redecoration and procuring quotes for an upgraded, timer-controlled extractor fan to resolve any underlying ventilation issue.
10. He stated that he would provide a full copy of his action plan and the associated works schedule to the Tribunal as soon as it was available. This had not been received from him at the time of writing this decision.
11. The landlord also noted that there was already a 33% (£500) monthly rent abatement in place to compensate the tenant for the loss of amenity in the living room. He suggested that a rent relief order reducing the rent by 90% would be disproportionate.
12. A further submission was received from the tenant on 27 October, enclosing details of email exchanges between the letting agent and herself, regarding the impact which the ongoing repairs issues have had on herself and her partner.
13. Having considered all of the submissions received from both parties, the Tribunal first considered whether there was a need for an oral hearing. The tenant had requested such a hearing, but the landlord had not. As noted in the covering letter sent to the parties with the re-inspection report, the Tribunal will only consider convening a hearing if a party can show why the case cannot be justly determined on the basis of written representations alone and not to hold a hearing would be contrary to the interests of the parties.
14. The tenant stated in her response of 6 October: *"I request a hearing because the issue involves complex, long-running defects and a recurrence of water ingress after the tribunal's reinspection. I believe it is important to provide oral evidence and answer any questions the Tribunal may have about the timeline, the impact on the property, and the adequacy of the works carried out. It would not be in the interests of justice to decide this matter solely on written representations, as this may not fully convey the extent of ongoing problems or*

allow me to respond to any submissions made by the landlord regarding compliance".

15. Having considered the parties' submissions, the Tribunal does not consider that a hearing is required at this stage. It has carried out a re-inspection, and has received detailed written representations from both parties. The Tribunal considers that it is in a position to determine the way forward on the basis of the re-inspection and the parties' written representations.
16. The Tribunal considered whether to: a) make a decision that the landlord had failed to comply with the RSEO or b) vary the order to extend the time allowed to carry out the works and/or to include the issues in the bathroom. In terms of section 25 of the 2006 Act, the Tribunal may, at any time vary an RSEO in such manner as it considers reasonable.
17. The Tribunal notes that issuing a failure to comply decision at this stage would not ensure that the works are completed. While it would allow the Tribunal to consider whether to make a Rent Relief Order, the Tribunal is aware that there is already a 33% rent reduction in place as agreed by the landlord. While the ongoing issues clearly continue to have a considerable impact on the lives of the tenant and her partner, and on their enjoyment of the property on a daily basis, the Tribunal considers that at this stage this is a reasonable abatement in recognition of this impact.
18. The Tribunal considered the tenant's request to reconsider including within the RSEO the issues with dampness, mould and paint falling off the walls in the bathroom/shower room, which were part of her original application (as amended). At its original inspection on 27 May 2025, the Tribunal found moisture readings within the shower cubicle. A small section of mould was noted on the ceiling, and normal moisture readings were noted. The Tribunal determined that at the time of its inspection, the bathroom/ shower room was wind and watertight and reasonably fit for human habitation.
19. The Tribunal observed that there was evidence of peeling paint within the shower cubicle. The walls and ceiling within the shower room did not appear to be plasterboard, as might have been expected. This may be causing the paint to peel from the surface. The peeling was not thought to be caused by dampness. The Tribunal took the view that this was a cosmetic issue and there was no breach of the repairing standard. The Tribunal observed at the hearing that the Landlord may wish to take advice about this from the decorator he had instructed before the ceiling and walls were repainted.
20. During the re-inspection, however, the Tribunal noted that substantial mould was visible within the shower cubicle and that small areas of paint were starting to peel from the ceiling within the shower cubicle. It is clear that the issues have

not been resolved. The Tribunal therefore considers that it would be appropriate to vary the RSEO to add a requirement to address these issues. The Tribunal notes that in any case the landlord has acknowledged in his written representations of 16 October 2025 that there are still issues within the bathroom and has undertaken to address these.

21. The Tribunal therefore varies the RSEO to add the following requirements on the landlord at numbers 3 and 4, following the existing two requirements set out in the RSEO:

1. Investigate the underlying cause of the mould and peeling paint in the bathroom/shower room and take appropriate action to address these to ensure that the ceiling and walls are wind and watertight and are in a reasonable state of repair and in proper working order.
2. Repair and then redecorate the bathroom ceiling to ensure that it is in a reasonable state of repair and in proper working order.

22. The Tribunal noted that the landlord has not requested an extension of the timescale in the RSEO. It is satisfied, however, that he has made efforts to address the roof repair. This is a complex common repair in a building containing 17 flats, and the Tribunal considers that in all the circumstances it would be reasonable to vary the RSEO to allow the landlord further time to comply with it. The Tribunal therefore also varies the RSEO to extend the period for the completion of the works for a further eight weeks until **19 January 2026**.

23. Once the extended completion period for the works comes to an end, a date will be fixed for a re-inspection of the house. If the Tribunal finds at the re-inspection that the works have still not been completed, it is likely to decide that the landlord has failed to comply with the RSEO. Should it make such a decision, the Tribunal will then consider whether to make a rent relief order. A landlord who fails to comply with an RSEO without reasonable excuse commits an offence, in terms of section 28 of the 2006 Act.

Rights of Appeal

24. In terms of section 46 of the Tribunals (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.

25. 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.

S O'Neil

Signed

.....Date: 24 November 2025

Sarah O'Neill, Chairperson