

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. On 24 November 2025, the Tribunal varied the RSEO in two respects. Firstly, it varied the RSEO to add the following requirements on the landlord at numbers 3 and 4, further to the two existing 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.
4. Secondly, the Tribunal varied the RSEO to extend the period for completion of the works for a further eight weeks until 19 January 2026.
5. On 13 January 2026, an email was received from the landlord requesting a short extension to the compliance deadline of 19 January 2026. He stated that despite his sustained and proactive efforts to progress the required investigations and repairs, it had become clear that the existing deadline would not be achievable, due to factors outside his control, including:
 - the matter involves a complex common repair within a tenement building, requiring coordination between the Building Factor, insurers, and specialist contractors
 - the investigation process has been delayed by insurance approval requirements, contractor availability, and the need to determine responsibility between private and common elements
 - seasonal constraints and festive business hours have further limited contractor availability during December and early January.
 - there have also been access difficulties, including miscommunication regarding access on 18 December 2025, which prevented full inspection on that date, despite the Landlord authorising key access where required.
6. A further update was received from the landlord on 15 January 2026. Emails were also received from the tenant on 15 and 16 January in response to the landlord's submissions.
7. The Tribunal wrote to the landlord on 21 January 2026 asking him to:

- a) confirm the length of the further extension he was seeking.
 - b) provide further details as to what works remain to be carried out and when they are likely to be completed.
 - c) provide copies of any relevant reports from the property factor or contractors regarding the issues which have been identified with regard to the water ingress/ common roof repairs issues and any proposed solutions.
8. A response was received from the landlord on 26 January 2026. He asked for an 8 week extension to the extended timescale for compliance with the RSEO. He stated that the works remaining relate to identifying and permanently resolving the source of ongoing water ingress from the common roof. He said that in summary:
- Further investigation of the common roof is required to identify the precise point of ingress, which may necessitate scaffolding and internal access.
 - Once the source is confirmed, appropriate roof repairs will be carried out via the property factor.
 - Following confirmation that the roof is wind and watertight, any required internal repairs and redecoration to the living room ceiling will be completed. The timing of the roof investigation and repairs is dependent on safe weather conditions for access to a slate roof, as well as coordination through the property factor.
9. The landlord said that subject to these factors, he anticipated that the investigation and any necessary remedial works can be completed within the requested extension period. At present, the investigation was ongoing and a final written report identifying the precise source of the water ingress had not yet been issued. This is due to access limitations and weather-related constraints affecting roof inspection. However, he confirmed that:
- contractors have attended and advised that further investigation is required, potentially involving scaffolding
 - the factor has confirmed that roof access has recently been prevented due to unsafe weather conditions
 - the landlord continues to actively engage with the factor, insurers, and contractors to progress the investigation as soon as conditions permit.
10. Having considered the submissions by the landlord, the Tribunal noted that the landlord has taken steps to address the necessary roof repair, that this is a complex common repair and that the recent weather and time of year have made the situation more challenging. The Tribunal therefore considered that it would be reasonable to again vary the RSEO for a further 8 weeks as requested. The Tribunal therefore again varies the RSEO to extend the period for the completion of the works for a further eight weeks until **16 March 2026**.

11. Once the extended completion period for the works comes to an end, a date will be fixed for a re-inspection of the house. Having now varied the RSEO twice to allow the landlord more time to complete the works, 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.
12. The Tribunal notes from the landlord's email of 27 January 2026 that the tenant has given notice of her intention to vacate the property on 17 February 2026. The landlord is reminded that it is an offence to re-let a property while an RSEO remains in place.

Rights of Appeal

13. 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.
14. 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.

Signed **S O'Neil**

Date: 16 February 2026

Sarah O'Neill, Chairperson