



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

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

**Chamber Ref: FTS/HPC/RP/25/2535**

**141B Ayr Road, Glasgow, G77 6RE (“the Property”)**

**Parties:**

**Ammara Imran, Imran Khan, formerly residing at 141B Ayr Road, Glasgow (“the former Tenants”)**

**Kausar Nizami, Flat 1/1, 192 Deanston Drive, Glasgow (“the Landlord”)**

**Tribunal Members:**

**Josephine Bonnar (Legal Member) and Nick Allan (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. The former Tenants applied to the Tribunal in terms of Section 22 of the Housing (Scotland) Act 2006. They stated that the Landlord has failed to meet the repairing standard in relation to the property. In particular, there are leaks from the shower, bath, toilet and wash hand basin, the washing machine, tumble dryer and dishwasher do not work, the kitchen tap leaks and there is mould, the balcony floor is broken, the smoke and heat detectors do not work, the extractor fan in the bathroom does not work, there are cracks in the ceiling and the bed and mattress in one of the bedrooms are broken.**
- 2. The parties were notified that the Tribunal would carry out an inspection of the property on 19 January 2026 at 10am and that a hearing would take place at 11.45am on the same date at Glasgow tribunal’s Centre, York Street, Glasgow.**

There were issues with service of the application on the Landlord, and the copy application was served on her by Sheriff Officer on 13 January 2026.

3. The Tribunal attended at the property on 19 January 2026. Access was provided by Mrs Imran. The Landlord did not attend. The Hearing took place at 11.45am in Glasgow Tribunal's Centre. Mrs Imran attended and the Landlord was represented by her husband Mr Nisami. He provided the Tribunal with a mandate from the Landlord

### **The inspection**

4. The property is the upper of two modern flats in a privately constructed detached development and set back from the main road. The property comprises an open plan living area, kitchen with small utility room, balcony, three bedrooms, two of which have ensuite bath or shower rooms and a main bathroom. The Tribunal noted the following during the inspection: Master ensuite - failed sealant on tiles, round shower tray and between bath and shower, cracked floor tiles and broken extractor fan; Bedroom – broken light fitting; Kitchen – broken ring on hob, new mixer tap, broken floor tiles; Balcony – temporary/unsuitable repair to balcony floor; Bedroom – damaged bed and mattress; Second ensuite – shower enclosure leaking and issues with basin, extractor not working. The Tribunal also noted that there is no heat detector in the kitchen, no smoke detector in the living room and the hall smoke detectors are not working properly. There is no carbon monoxide detector in the property. The dishwasher, tumble drier and washing machine are all inoperative. There are cracks on walls and ceilings throughout the property.

### **The Hearing**

5. At the start of the Hearing, the Ordinary Member summarised the Tribunal's observations from the inspection.
  - (a) Master bedroom ensuite - tenant said that there were leaks from both bath and shower affecting the lower property, so they had not been used in years, the sealant around both appeared to be damaged and the tiles and floor tiles were cracked.
  - (b) Kitchen - The appliances referred to in the application were disconnected and not in use, the tap had recently been replaced, one of the gas rings was not working and the control knob was damaged, there were broken tiles but no evidence of mould.
  - (c) Balcony – tenant reported that a child had been injured falling through a hole, a temporary repair using OSB board has been carried out but is very basic and not weather proof.
  - (d) Smoke alarms – there were two detectors in the hall. One was tested and both came on but when the other was tested, it did not work. There was no smoke

or heat detection in the living room or kitchen and no carbon monoxide detector.

- (e) Extractor fans in ensuites – the extractor fan in the master bedroom ensuite was functioning but very noisy and appeared worn out, the one in the other ensuite was not working.
- (f) Cracks in ceiling and walls – there appeared to be a lot of settlement, and many cracks were noted. There was no evidence that there were serious issues, but the floors were noted to be uneven.
- (g) The bed and mattress referred to in the application are in very poor condition, worn out and in need of replacement.

6. Mr Nisami said that they purchased the former property on that site in 2006. They obtained planning permission to demolish the building and in 2013 they built the current property which comprises an upper and a lower flat. They moved into the upper flat and sold the lower one. They lived there until 2019. Mr Khan became a friend and business partner. He told them that he was single. However, he went to Pakistan and contacted Mr Nisami to say that she was returning with his wife and children and needed somewhere for the family to live. The property was in good condition at that time, everything in it was new. They let the property to the Tenants, and everything was fine at the beginning. However, the tenants then separated, and Mr Khan moved out and stopped paying the rent. They are no longer in business together. Mr Nisami said that he did not know that there were any issues with the condition of the property until he was contacted by the Local Authority in August/September 2025. He managed to get access to the property and noted that the condition was very poor and that the Tenant's children had caused a lot of damage.

7. In relation to the repairing standard issues raised in the application, Mr Nisami said that there had been a leak from the ensuite in 2022. They had to get access from the property underneath, and the problem was sorted out. The tiles were not previously cracked. He told the Tribunal that the appliances in the property have been there since 2013, but that they were good brands and were previously working. He does not have a current EICR and PAT test certificate as he has not been able to get access for the inspections. In relation to the balcony floor, he sent a joiner to do the temporary repair. The tenant was served with Notice in 2024 and there is a hearing next month. Mrs Imran is being offered social housing. A proper repair will be carried out after she moves out. However, they made it safe meantime. The smoke and heat detectors were previously interlinked and were tested when he was at the house. He will get new ones installed. In relation to the extractor fans, two of the bathrooms also have windows. In relation to the cracks, the building was only built in 2013 and there has been a lot of settlement. The property was covered by NHBC for the first 10 years. The lower property was recently sold, and the survey said the property is ok, no structural issues. The bed and mattress were brand new and had hardly even been used before they moved out in 2019. They must have been damaged by the tenants.

8. Mrs Imran said that her husband is paying the rent, that is what was agreed. Initially there was some arrangement regarding the rent connected to the business. Her children are 5, 16 and 17. They have looked after the property and have not caused any damage. The Landlord has never inspected and was never refused access. When he recently visited his behaviour was intimidating.
9. Mr Nizami told the Tribunal that he had paperwork he wanted to lodge with the Tribunal. He had been unable to do this due to the short notice of the Hearing. The documents included the initial gas safety certificates and EICR for the property. The Tribunal agreed that the Landlord should be given further time to prepare and lodge further submissions and documents. The parties were advised that the Landlord would have two weeks to lodge submissions and documents and thereafter the Tenant would have the opportunity to respond. A decision would not be made on the application until the time allowed for these additional submissions had passed.

### **Further procedure**

10. Following the hearing, the Tribunal issued a letter to the parties which stated that any further submissions must be lodged no later than 2 February 2026. On 26 January 2026, the former tenant attended at Glasgow Tribunal's Centre. She lodged a written submission, a copy of her tenancy agreement and some correspondence. She also endeavoured to hand in the keys for the property to the Tribunal Centre but was advised that these could not be accepted. She then advised that the keys had been handed in at the Police Station. On 28 January 2026, the Landlord's representative sent an email to the Tribunal stating that he had been notified by the Local authority that Mrs Imran had vacated the property. He said that she is no longer a tenant, that they had recovered the property and intended to return to reside there and carry out repairs. On 5 February 2026, the Tribunal determined that they would continue with the application and make a determination. A Minute of Continuation was issued to the Landlord. The Landlord did not lodge any further submissions and documents.

### **Findings in Fact**

11. There are leaks from the shower and bath in the master ensuite. The seals are damaged and defective and there are cracks in the floor tiles.
12. There are leaks from the shower and wash hand basin in the second ensuite.
13. The extractor fans in both ensuites are defective.
14. There is a broken light fitting in the bedroom.
15. The smoke alarms in the hall are not in proper working order.

16. There is no smoke detector in the living room and no heat detector in the kitchen.
17. There is no carbon monoxide detector in the property.
18. There are broken floor tiles in the kitchen, and the hob is damaged and not in full working order.
19. The washing machine, tumble drier and dishwasher in the kitchen are not in proper working order.
20. The balcony floor is damaged.
21. The mattress and bedframe in the third bedroom are damaged.
22. The Landlord does not have a current gas safety certificate or EICR for the property.

### **Reasons for Decision**

23. 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 former Tenant notified the Landlord of the repairing standard issues at the property prior to lodging the application.
24. The Landlords representative tried to persuade the Tribunal that the defects in the property are attributable to damage and neglect by the former tenant. However, his arguments were not convincing. The Landlord has never carried out regular inspections at the property and until recently, neither the landlord nor her husband, had been inside the property for several years. Following notification of the complaints, Mr Nisami attended and arranged for a new kitchen tap to be installed and a temporary repair to the balcony floor, but no other work was carried out. The Landlord has also failed to obtain an annual gas safety certification or a EICR for the property. The Landlord argues that the property and its contents were in good condition at the start of the tenancy. However, the tenancy started in August 2019, and the Landlord concedes that there have been no inspections or routine maintenance and repair throughout the tenancy. The claim that they could not get access is also not persuasive. They provided no evidence that access had been refused and did not make an

application to the Tribunal under the Right of Entry procedure at any time.

25. The Tribunal is satisfied that there are leaks from both ensuites. These may be due to defective seals and/or cracked floor tiles, although further investigation is required. The former tenant told the Tribunal that neither room had been used for some time as there were complaints from the occupiers of the lower flat about water leaking into this property. The Tribunal is satisfied that the Landlord has failed to comply with the Repairing Standard in relation to leaks from both ensuite bathrooms.
26. The Tribunal is also satisfied that the extractor fans in both ensuites are defective and that a breach of the Repairing standard is established. The extractor fan in the master ensuite is excessively noisy and no longer working effectively. The extractor in the other ensuite is not working at all.
27. In terms of the Repairing Standard, a landlord is required to install smoke and heat detectors and a carbon monoxide detector which comply with current regulations and guidance. The Landlord has failed to do so. The only smoke detectors are in the hall. These are not interlinked and not working properly. In addition, the Applicant has failed to comply with the Repairing Standard in relation to the provision of satisfactory gas safety certificates every year and EICRs every five years. The Landlord told the Tribunal at the Hearing that he had reports for earlier years, although no current certificates could be provided. However, he failed to provide any evidence that inspection reports and certificates were obtained prior to the start of the tenancy, or subsequently.
28. The Tribunal is also satisfied that the kitchen appliances – washing machine, tumble drier and dishwasher – are not in working order. These were provided as part of the tenancy and by failing to repair or replace these, the Landlord has failed to comply with the Repairing Standard.
29. The Tribunal was told that a child living at the property fell through a hole in the floor of the balcony. The Landlord has carried out a temporary, makeshift repair. However, the materials used were unsuitable and not weather proof. The current condition of the balcony floor does not meet the Repairing Standard.
30. The bed frame and mattress in the third bedroom are damaged. The defects appear to be due to wear and tear, not to damage by the former tenant. The bed was provided as part of the tenancy and should have been repaired or replaced. The failure to do so is a failure to comply with the Repairing Standard.
31. The former tenant complained about a broken kitchen tap and mould in the kitchen. At the inspection it was noted that the kitchen tap had been replaced and no mould was evident
32. The Tribunal noted that there is a broken light fitting in one of the bedrooms and that the hob in the kitchen is damaged, with one burner not working. These are not part of the application and cannot therefore be considered. However,

the Tribunal recommends that the Landlord takes the necessary steps to address these issues.

33. The cracks in walls and ceilings at the property appear to be due to settlement and not the result of any structural defects. However, the cracked floor tiles, in both kitchen and ensuite bathrooms, require to be addressed. The bathroom floor tiles may be contributing to water leaking into the property underneath. In the kitchen, the floor is uneven and the Landlord requires to investigate and carry out repairs to address this.
34. The Tribunal concludes that the Landlord has failed to comply with the repairing standard as set out in Section 13(b), (d), (e) and (h) of the 2006 Act.

## **Decision**

35. The Tribunal determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act.
36. 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**

**24 March 2026**