

Housing and Property Chamber First-tier Tribunal for Scotland



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

(Hereinafter referred to as “the tribunal”)

Under Section 24(1) of the Housing (Scotland) Act 2006 (“the Act”)

Case Reference Number: FTS/HPC/RP/25/2643

Re: 9 Kenmuiraid Place, Bellshill, North Lanarkshire, ML4 2AL (“the house”)

Land Register Title No: LAN13345

Mr Stephen Swiffen, Ms Tracie Ann Smith, Ms Gemma Stannway, 9 Kenmuiraid Place, Bellshill, North Lanarkshire, ML4 2AL (“the Tenants”)

Ms Julie Paszkiewicz, 65 Winning Quadrant, Wishaw ML4 2AL (“the Landlord”)

Sarah O'Neill (Legal Member) and Andrew McFarlane (Ordinary (Surveyor) Member)

Decision

The tribunal, having made such enquiries as it saw fit for the purposes of determining whether the landlord has complied with the duty imposed on her by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the house, and taking account of all the available evidence, determines that the landlord has failed to comply with the said duty. The tribunal therefore issues a Repairing Standard Enforcement Order. The tribunal’s decision is unanimous.

Background

1. By application received from the first named tenant, Mr Swiffen, on behalf of all three tenants on 19 June 2025, the tenants applied to the tribunal for a determination that the landlord had failed to comply with her duty under Section 14(1) of the Act. Further to a request from the tribunal administration, a further application made on an application form produced by the tribunal was received on 30 June 2025.

2. Attached to the application form was a list of items entitled “landlord’s repairs to be done”. This stated at the end: “the list is not exhaustive.”
3. In their application, the tenants stated that they believed the landlord had failed to comply with her duty to ensure that the house met the repairing standard as set out in section 13(1) (a), (b), (c), and (d) of the Act. Their application stated that the landlord had failed to ensure that:
 - the house is wind and watertight and in all other respects reasonably fit for human habitation
 - 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
 - the installations in the house for the supply of water, gas, electricity (including residual current devices) and any other type of fuel and for sanitation, space heating by a fixed heating system and heating water are in a reasonable state of repair and in proper working order
 - any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order
4. Following a request from the tribunal administration dated 18 August 2025, an email was received from Mr Swiffen on 15 September 2025. Attached to this were signed letters from the other two tenants, Ms Smith and Ms Stanway, authorising Mr Swiffen to act on their behalf in connection with the application. Also attached was a copy of a repairs notification letter dated 8 September 2025 addressed to the landlord.
5. An email was received by the tribunal from the landlord on 16 September 2025, which indicated that she had received the repairs notification letter from the tenants.
6. The tenants included the following complaints in their notification letter of 8 September 2025:
 - 1) Poor water flow throughout house- booster pump required for showers, washing etc.
 - 2) Gas boiler not accessible in current position- requires relocation.
 - 3) Both cookers to be connected by a CORGI-registered dual connector.
 - 4) Service wood burner (chimney liner/sweep) plus sealant required.
 - 5) Multiple lighting faults across rooms (living room, kitchen, utility, bedroom) – fittings flickering/failing, suspected substandard quality.
 - 6) Multiple plug sockets not working or unsafe (stairs, front door, living room, kitchen).
 - 7) Outdoor/back light failing.

- 8) Utility room exposed wiring requires making safe.
 - 9) Fascia board broken off back dormer bedroom - requires repairs/replacement.
 - 10) Panels broken in front and back doors- require repair.
 - 11) Second-storey bathroom floor feels squishy- potential water ingress/structural issue.
 - 12) Driveway - requires repair or replacement.
 - 13) Front and back fencing requires replacement.
 - 14) Stair banister at top is unstable- requires secure fixing.
 - 15) Shed requires repair/replacement.
 - 16) Roof/ceiling and floor holes in utility room- require repair.
 - 17) Bathroom radiator leaking – likely cause of squishy bathroom floor and electrical faults in kitchen below.
 - 18) Boiler leaking – reported several times, requires immediate inspection and repair.
 - 19) Skirting board missing in kitchen.
 - 20) Two floor slates missing in kitchen.
 - 21) Carpet gripper missing or adequate- requires installation.
 - 22) Bedroom carpets require replacement (landlord previously asked to remove and renew).
 - 23) Living room carpet required.
 - 24) Utility room carpet requires replacement.
 - 25) Dishwasher not working properly- repair or replace.
 - 26) Toilet roll holder broken since arrival- requires replacement.
 - 27) Bathroom coat hangers at 45 degree angle - insecure, require refitting.
 - 28) Curtain pole in utility room requires repair/replacement.
 - 29) Remove landlord's personal items from shed.
 - 30) Remove low brick planter at front yard (dangerous).
 - 31) Utility room decorating not completed- requires completion to make room fit for use.
7. On 30 October 2025, a notice of acceptance of the application was issued by a Convener with delegated powers of the Chamber President. An inspection and hearing were arranged for 23 April 2026.
 8. The parties were invited to submit written representations no later than 28 March 2026.
 9. Written representations were received from the tenants on 16 March, and from the landlord on 7, 16 and 20 March 2026.
 10. The tribunal issued a direction to the landlord on 19 March 2026, directing her to provide an up to date an up to date gas safety certificate by a Gas Safe registered engineer and an up to date Electrical Installation Condition

Report (EICR) for the house, together with a Portable Appliance Test (PAT) certificate, by 16 April 2026.

11. A response was received from the landlord on 26 March 2026. Enclosed with the response were a gas safety certificate dated 22 December 2025, a Domestic Electrical Installation Certificate dated 7 March 2020 and a certificate showing that the landlord had passed an online training course in PAT testing.
12. Further written representations were received from both parties on 30 March 2026 and from the tenants on 31 March 2026.
13. Further to the parties' written representations, the tribunal administration wrote to the parties on 2 April 2026. The parties were notified that it would be for the tribunal to decide how its inspection would be conducted, what the purpose of the inspection was, and that any further discussion by the parties regarding the items complained about would be considered by the tribunal at the hearing which followed the inspection.
14. In the email of 2 April 2026, the tribunal also noted that the electrical installation certificate which had been submitted by the landlord was not an EICR. It was in fact a certificate which is issued when works are carried out but the entire system is not replaced or tested. In this case it seemed that the house had been extended into a roof void. It was noted that landlords in Scotland are required to obtain an EICR, which involves a visual inspection of the entire electrical installation within the property, at least every 5 years.
15. The landlord had also been directed to provide a PAT test certificate for all appliances and fixtures and fittings supplied by the landlord within the house. The landlord had not provided such a certificate, but had provided a certificate showing that she was qualified to carry out PAT testing. The tribunal confirmed that the landlord should therefore provide both an up-to-date EICR and a PAT test certificate as specified in its direction by 16 April 2026.
16. An email was received from the landlord on 2 April 2026, stating that there were no items within the house which required PAT testing.
17. Further emails were received from the tenants on 17 and 22 April. An email was received from the landlord on 21 April, stating that the tenants had refused access for an electrical inspection on 16 April, and confirming that an appointment had been made for an electrical contractor to carry out and EICR inspection at the house on the evening of 23 April 2026.

The inspection

18. The tribunal inspected the house on the morning of 23 April 2026. The weather conditions at the time of the tribunal's inspection were warm, sunny and dry. Two of the tenants, Mr Swiffen and Ms Smith, were present and allowed the tribunal access for the inspection. The landlord and her husband and representative, Mr Adrian Paszkiewicz, also attended the inspection.
19. Photographs were taken during the inspection. These are attached as a schedule to this decision.

The house

20. The house was originally a two-storey mid-terraced villa constructed originally for the local authority. It is around 70-80 years old. About 15 years ago the property was extended into the roof void with a dormer window to the rear and Velux style windows to other apartments at this level. The house now comprises five bedrooms, living room, kitchen, bathroom, shower room with WC and hallway.

The hearing

21. Following the inspection, the tribunal held a hearing at Hamilton Brandon Gate, Hamilton.
22. Mr Swiffen and Ms Smith were present and represented themselves. The landlord was also present at the hearing, and was represented by Mr Paszkiewicz.

Preliminary issues

23. The legal member noted that a submission amounting to 246 pages had been received from the tenants the previous day. In terms of the tribunal rules, any documents to be relied upon by the parties are required to be submitted at least 7 days before the hearing. Given the lateness of the submission and its length, the tribunal had decided not to accept it and would not take it into consideration in making its decision.
24. The legal member also explained to the parties that while the tribunal was aware that there were other ongoing tribunal applications involving the parties, it would be considering the repairs application only at the hearing. Moreover, the tribunal could only determine whether the repairing standard had been met on the basis of its findings as at the date of its inspection.

25. The landlord confirmed that the EICR inspection was due to go ahead that evening and that she would send the EICR to the tribunal as soon as she received it. She said she had experienced difficulty in obtaining access both to carry out repairs and to have an EICR carried out. Mr Paszkiewicz said that she had previously made a right of entry application to the tribunal which was refused. The tribunal established subsequently that the landlord had submitted an application for assistance with obtaining access to the house in June 2025. The application had been rejected because the landlord had not provided evidence of notification of the tenants as requested.
26. It appeared that the tenants had been refusing access to the electrical contractor because they were not satisfied that he had the correct certification. The legal member explained that the tribunal expected the tenants to provide access for the inspection, and that it was for the tribunal to decide whether the electrical contractor met the necessary requirements. Mr Swiffen and Ms Smith agreed that they would allow access for the electrical inspection that evening.
27. The tribunal also noted that the room referred to in the tenants' list of complaints as the "utility room" was in fact intended to be used as a bedroom. This was agreed by Mr Paszkiewicz, who referred to it is a single bedroom. Mr Swiffen indicated that in his opinion it could not be a bedroom because it had a gas boiler located in it. This is incorrect, as the gas boiler is a "room sealed appliance" which may be located in a bedroom¹. References throughout this decision to "the smaller front bedroom" are to this room.

The evidence

28. The evidence before the tribunal consisted of:
 - The application paperwork submitted by the tenants.
 - Notification letter dated 8 September 2025 to the landlord from the tenants setting out the alleged outstanding repairs issues.
 - Land certificate (title No: LAN13345) relating to the house.
 - Landlord registration details relating to the house.
 - Tenancy agreement between the parties relating to the house, which commenced on 18 June 2024.
 - Written representations received from the tenants on 16, 30 and 31 March, and 17 and 22 April 2026 from the landlord.
 - Written representations received from the landlord on 7, 16, 20, 26 and 30 March and 2 and 21 April 2026.

¹ See regulation 30(2) of The Gas Safety (Installation and Use) Regulations 1998

- Gas safety certificate relating to the house produced by Flamefox Ltd Glasgow dated 22 December 2025.
- EICR and PAT test certificate relating to the house produced by TMC Electrical Services, Newmains dated 23 April 2026, which were received from the landlord on 30 April 2026.
- The tribunal's inspection of the house.
- The parties' oral representations at the hearing.

Summary of the issues

29. The issue to be determined was whether the house meets the repairing standard as set out in Section 13 of the Act, and whether the landlord has complied with the duty imposed by section 14 (1) (b).

Findings in fact

30. The landlord is the owner of the house.

31. The landlord is the registered landlord for the house.

32. The parties entered into a private residential tenancy agreement relating to the house on 18 June 2024.

33. The tenants notified the landlord of the required repairs on 8 September 2025.

34. The gas safety certificate dated 22 December 2025 was produced by a Gas Safe registered engineer. It stated that the gas installation was satisfactory and that the boiler was satisfactory and safe to use.

35. The EICR and PAT test certificate dated 23 April 2026 were produced by a suitably qualified and registered SELECT contractor. THE EICR stated that the electrical installation was satisfactory and made several category C3 recommendations (i.e. improvement recommended). The PAT test certificate showed that all appliances tested passed the inspection.

36. At its inspection, the tribunal carefully checked the items which were the subject of the complaint. The tribunal observed the following:

- a) The gas boiler is located in the smaller front bedroom (referred to by the tenants in their application as the utility room) on the first floor at the front to the house. It is located in a narrow corner and is attached to the front wall, It was possible to read the figures on the digital screen (photographs 1- 2 of the photograph schedule).

- b) There were two gas cookers located next to each other in the kitchen. The tenants advised that only one of these were connected to the gas mains. (photograph 3).
- c) The wood burner in the living room was not in use at the time of the inspection, but it was noted that there was a large crack in the glass to the door. The flue pipe extended up into the top of the former fireplace. (photographs 5- 7).
- d) Some of the lights in the living room, kitchen and smaller front bedroom on the first floor were not operational when tested (photographs 8-10)
- e) Plug sockets were visually examined and required to be tested to determine if they met the appropriate standard and were operational (photographs 11-12).
- f) The outdoor light at the rear of the house was operational when tested (photograph 13).
- g) Cable connectors, which the landlord's representative thought were connected with an electric shower, were observed on the surface of the wall adjacent to the boiler (photograph 14).
- h) The trim/ plastic facing above the window in the dormer to the second floor rear bedroom was missing (photograph 15).
- i) The outer face of the front door was undamaged. There was a small area of damage on the inner face of the front door (photographs 16 and 17).
- j) There was a damaged area on the lower right panel of the outer face of the rear door (photograph 18).
- k) No excessive movement of the floor in the second-storey (first floor) bathroom was found and it was noted to be generally level and stable.
- l) There was a paved area/driveway to the front of the house on which were parked both a car and a van. A number of displaced paving slabs were visible around the parked vehicles (photographs 19-24).
- m) There was a line of posts along the left hand side of the paved area/ driveway at the front of the house where a fence had previously been present (photograph 25).
- n) The fence at the rear of the house was partially collapsed and in a poor state of repair (photographs 26-30).
- o) The banister on the right hand side at the top of the stairs (going downwards) was found to be stable but not completely rigid. If some pressure was applied to it, the banister moved slightly.
- p) The shed in the rear garden was in a poor state of repair internally and the roof covering was missing. Various items were stored in the shed (photographs 31-34 and 52-53).
- q) In the small front bedroom, there was an area of displaced ceiling lining above the boiler where the plasterboard had been cut back. There were gaps around the pipes at floor level underneath the boiler (photographs 35 and 36).
- r) The radiator in the first floor bathroom was observed not to be leaking.

- s) While a plastic container had been placed underneath the boiler, the boiler was not observed to be leaking at the time of the inspection (photograph 37).
- t) There was no skirting board in a small alcove in the kitchen, along the wall adjacent to the living room and the wall adjacent to the attached property (photographs 38-39).
- u) There were two tiles missing from the slate flooring in the kitchen (photograph 40).
- v) There were no 'cover strips' at the carpet joints between the small front bedroom and the first-floor landing and between the larger front bedroom and the first-floor landing (photographs 41-42).
- w) The carpets in the larger front bedroom and the rear bedroom on the first floor were of some age and were discoloured in places (photographs 43-45).
- x) There was laminate flooring throughout the living room, which was in a reasonable condition (photograph 46).
- y) There was an uncarpeted section of flooring in the small front bedroom underneath the boiler. The rest of the room was carpeted (photograph 47).
- z) The dishwasher appeared to be in reasonable condition but was not tested by the tribunal (photograph 48).
- aa) The toilet roll holder in the first floor bathroom was broken (photograph 49).
- bb) The coat hanger in the first floor bathroom was mounted at an angle, and was not secure (photograph 50).
- cc) The curtain pole in the small first floor bedroom was not fixed to the wall above the window (photograph 51).
- dd) There was a decorative concrete finial to the raised planter in front of the house at the right hand side (when facing the house) which was loose and could be lifted off the iron pin on which it was intended to be secured. (photograph 54).
- ee) There were some areas of the wall around the boiler in the smaller front bedroom which were unpainted/undecorated (photograph 55).

Reasons for decision

- 37. In making its decision, the tribunal carefully considered all of the evidence before it. In doing so, it applied the civil burden of proof, which is the balance of probabilities.
- 38. The tribunal considered each of the tenants' outstanding complaints in turn, in the order set out in their notification letter of 8 September 2025.

1. Poor water flow throughout the house

39. Mr Swiffen told the tribunal that from around 6am every day for around two hours there was poor water flow in the house. This affected the hot taps on the bath and the first floor bathroom sink only. When these are switched on, very little water comes out. Mr Swiffen expressed the view that this was likely to coincide with other people in the street having showers and boiling their kettles. Ms Smith said that she had never experienced the issues described by Mr Swiffen with regard to the water flow in the morning.
40. Mr Paszkiewicz said that when the gas engineer had attended in December 2025, he had been asked about this issue, and had not identified any problems. Mr Swiffen said that this was because the gas engineer had not attended for the inspection at the time of the day when the problem was present.
41. The tribunal notes that the tenants were unable to demonstrate the problem during the inspection, given the time of day. The gas safety certificate dated 22 December 2026 stated that the boiler was in a satisfactory condition.
42. It was therefore difficult to determine the cause of any issues which may exist with the water flow. The tribunal notes that the cause could be the water pressure in the mains supply, as this needs to be at a minimum level for the boiler to work but might still allow a flow from the cold tap, which is direct from the main.

On the basis of the available evidence, the tribunal determines that on the balance of probabilities, the installations in the house for the supply of water were in a reasonable state of repair and in proper working order at the time of its inspection. The landlord may, however, wish to investigate the alleged water supply issues further.

2. Gas boiler not accessible in current position

43. The tribunal observed during its inspection that the gas boiler is located in the smaller front bedroom on the first floor of the house. It is located in a narrow corner and is attached to the front wall. It was possible to read the figures on the digital screen.
44. Mr Swiffen told the tribunal that due to the boiler's location, it was difficult to access it to reset the temperature or adjust the hot water settings. It was difficult to see the digital readings. He also suggested that if the 'utility room' was in fact intended to be a bedroom, that it was not permitted to locate a boiler within a bedroom.

45. Mr Paszkiewicz said that the boiler had always been in its current location, and had been before the landlord bought the house from the council. It had been approved by building standards as part of the work for the loft conversion, which was carried out from approximately 2013 to 2023.
46. The tribunal notes that while the boiler is located in an unusual place, the gas safety certificate confirmed that it was operational. It was also possible to read the digital screen during the inspection (see photograph 2).
47. The tribunal therefore determines that there is no repairing standard issue to be considered with regard to the location of the boiler.

3. Both cookers to be connected by a CORGI-registered dual connector

48. The tribunal observed during its inspection that there were two gas cookers located next to each other in the kitchen. The parties agreed that only one of these were connected to the gas mains.
49. The landlord explained that there had previously been a larger range cooker in the space, which was broken during a previous tenancy. Both cookers had been provided at the start of the tenancy, one of which was brand new. Mr Paszkiewicz said that the intention had been to give the tenants a choice, and that there had never been any intention to connect up both cookers.
50. Miss Smith said that this was not true. Only the older cooker had ever been connected to the mains. She had wanted two cookers, as she does a lot of baking. Mr Paszkiewicz had said that the tenants could have both cookers.
51. Both parties confirmed that no inventory relating to the house had been produced at the start of the tenants' tenancy.
52. The tribunal took the view that, regardless of the landlord's intention, there were two cookers in the property at the start of the tenancy. In the absence of an inventory or any other documentation to record what was being provided, both cookers were therefore appliances provided by the landlord under the tenancy. As such, both cookers are required to be in a reasonable state of repairs and in proper working order. The absence of a gas connection means that one of the cookers was not in proper working order at the time of the tribunal's inspection..

4. Service wood burner (chimney liner/sweep) plus sealant required

53. The tenants told the tribunal that, although they had used the wood burner during their first winter in the house, they had not been able to use it last winter. The chimney had not been swept since they moved in. The sealant had also melted away. They had asked the landlord to get someone to come and sweep the chimney and fix the sealant, but Mr Paszkiewicz had said that it was up to them to do this. Miss Smith said that it was recommended that the chimney should be swept twice a year, both before and after the winter.
 54. Mr Paszkiewicz said that the chimney had been lined around 6-7 years ago. He said he did request a tradesman to look at the sealant but was not allowed access. There had never been an issue with the glass door at the front of the wood burner, but now there was a large crack in it. He suggested that using excessive temperature could have caused the damage.
 55. Miss Smith said something had fallen down the chimney and had caused the crack in the glass. She said that she was worried the glass door was not safe, with her young grandchild living in the house.
 56. The tribunal noted that the tenants' complaint was not about the crack in the glass door.
 57. The tribunal notes that in terms of the model Scottish private residential tenancy agreement, the tenant is required to take reasonable care of the let property and in particular to ensure that the let property and its fixtures and fittings are kept clean during the tenancy. The tribunal considers that sweeping the chimney is an extension of cleaning out the wood burning stove, albeit it that it needs to be done on a less frequent basis. It is not therefore a failure to meet the repairing standard if the landlord does not sweep the chimney.
 58. Responsibility for any works required to the sealant, however, sits with the landlord. The tribunal is unable to determine whether the sealants visible are a primary sealant or are simply decorative. It cannot therefore determine whether the sealant is in a reasonable state of repair and in proper working order. The tribunal will require the landlord to have the sealants inspected by an appropriately qualified specialist contractor and send a copy of the contractor's report to the tribunal for approval.
- 5. Multiple lighting faults across rooms (living room, kitchen, utility, bedroom)**

59. At its inspection, the tribunal observed that some of the lights in the living room, kitchen and smaller front bedroom on the first floor were not operational when tested.
60. The EICR dated 23 April 2026 stated that the electrical installation, including the lights, was in a satisfactory condition as at that date. There were no category C1 or C2 observations with regard to the lights. The tribunal therefore determines that the lights are in a reasonable state of repair and in proper working order. The tribunal notes that the reason why some of the lights are not operational may be that the light bulbs are defective and/or require replacement. Replacement of light bulbs is generally the responsibility of the tenant.

6. Multiple plug sockets not working or unsafe

61. The EICR dated 23 April 2026 stated that the electrical installation, including the electrical sockets, was in a satisfactory condition as at that date. There were no category C1 or C2 observations with regard to the sockets. The tribunal therefore determines that the electrical sockets in the house are in a reasonable state of repair and in proper working order.

7. Outdoor/back light failing

62. The tribunal observed at its inspection that the outdoor light at the rear of the house was operational when tested. As noted above, the EICR dated 23 April 2026 stated that the electrical installation, including the lights, were in a satisfactory condition as at that date.
63. The tribunal therefore determines that the rear outdoor light is in a reasonable state of repair and in proper working order.

8. Utility room exposed wiring requires making safe

64. Mr Swiffen clarified during the tribunal's inspection that this complaint related to the cable connectors, which he stated were from the boiler, which were observed on the surface of the wall adjacent to the boiler. Mr Paszkiewicz stated that he thought they were related to an electric shower.
65. The tribunal notes that while these connectors may be unsightly, there is no indication that they are unsafe in the EICR. The boiler itself was passed as part of the PAT test certificate. It is however noted that in the EICR there is a C3 observation that a conduit should be provided.

66. The tribunal therefore determines that the wiring in the smaller front bedroom is in a reasonable state of repair and in proper working order. The tribunal makes an observation that the EICR indicates that conduit should be provided, but does not require this. The landlord should give serious consideration to this matter.

9. Fascia board broken off back dormer bedroom

67. The tribunal observed at its inspection that the trim/ plastic facing above the window in the dormer to the second floor rear bedroom was missing.

68. Mr Paszkiewicz acknowledged that the plastic facing was missing and required replacement. He told the tribunal that he had not been aware of this until seeing it during the inspection. The tribunal observed that the issue had in fact been notified to the landlord in the tenant's notification letter of 8 September 2025.

69. The tribunal determined that the plastic facing above the window was not in a reasonable state of repair and in proper working order as at the date of its inspection.

10. Panels broken in front and back doors

70. At its inspection, the tribunal observed that the outer face of the front door was undamaged. There was a small area of damage on the inner face of the front door. There was also a damaged area on the lower right panel of the outer face of the rear door.

71. Mr Paszkiewicz said that he did not know what had caused the damage, He suggested that it may have been caused by one of the tenants' dogs or by furniture being moved.

72. The tribunal determined that the damage observed was cosmetic in nature and that both doors were wind and watertight and in a reasonable state of repair.

11. Second-storey bathroom floor feels squishy

73. At its inspection, the tribunal found that the floor in the second-storey (first floor level) bathroom when tested was level and stable.

74. Mr Swiffen said that he could see the floor bowing at the inspection when the surveyor member of the tribunal walked across it. Mr Paszkiewicz said that the wooden floor underneath the linoleum was intended to flex. Mr

Swiffen expressed the view that the plywood used was insufficient for its purpose.

75. The tribunal determined that on the balance of probabilities, the second-storey bathroom floor was in a reasonable state of repair and in proper working order.

12. Driveway- requires repair or replacement

76. The tribunal observed during its inspection that there was a paved area/driveway to the front of the house on which were parked both a car and a van. A number of displaced paving slabs were visible around the parked vehicles.

77. Ms Smith said that there had been dangerous slabs on the driveway since long before the tenants had moved in. She alleged that the landlord and Mr Paszkiewicz had previously parked a caravan there. Mr Paszkiewicz had said he would fix the driveway, but had not done so.

78. Mr Paszkiewicz said that it was not possible to fully examine the driveway with the two vehicles parked there. He said that the driveway was not designed to take a large van like the one which was parked there.

79. In the tribunal's view, the comparison between a caravan and a commercial van is not valid as the weight and its distribution of a caravan is less and generally they do not have driven axles. It is difficult to determine how much of a contribution the parking of a van may have made. Parking areas are generally not covered by the repairing standard but there is expected to be a hazard free access to the entrance.

80. The tribunal determined that there were trip hazards on the most direct and obvious route to be taken by a tenant or a visitor to the property, between the public footpath and the front door of the house. This rendered that area of the driveway not in a reasonable state of repair and in proper working order at the time of the tribunal's inspection.

13. Front and back fencing requires replacement

81. The tribunal observed at its inspection that there was a line of posts along the left hand side of the paved area / driveway at the front of the house where a fence had previously been present. It also observed that the fence at the rear of the house was partially collapsed and in a poor state of repair.

82. Miss Smith said that the rotten fencing at the front of the house had fallen down during the tenants' tenancy and was now in the back garden. The tenants had offered to fix it, but the landlord had refused.
83. Mr Paszkiewicz agreed that both the front and back fences needed to be replaced. He said that the rear fence was shared with a neighbour, who had agreed to pay their share of the cost.
84. The tribunal determined that the fences at both the front and rear of the house were not in a reasonable state of repair and in proper working order at the time of its inspection.

14. Stair banister at top is unstable

85. The tribunal observed at its inspection that the banister on the right hand side (going downwards) at the top of the stairs was stable but not completely rigid. If some pressure was applied to it, the banister moved slightly.
86. Mr Swiffen said that the banister moved when he put his weight on it.
87. The tribunal determined that the banister was in a reasonable state of repair and in proper working order at the time of its inspection.

15. Shed requires repair/replacement

29. Remove landlord's personal items from shed

88. The tribunal dealt with these two items together. At its inspection, the tribunal observed that the shed in the rear garden was in a poor state of repair internally and the roof covering was missing. The tribunal also observed that various items were stored in the shed.
89. Mr Swiffen said that the shed was unstable and was disintegrating. Part of the roof had blown away in a storm. The glass panels at the front had rotted away and fallen off, and the tenants had replaced it with a wooden door. The landlord had left building materials and tiles in the shed. They had asked for these to be removed. None of the items presently stored in the shed belonged to the tenants, other than the aluminium shelving. Mr Paszkiewicz had told the tenants not to store any items on the left hand side of the shed when they moved in, because there was a leak in the roof.
90. Mr Paszkiewicz said that the shed was very sturdy and that it may just need a replacement roof.

91. The tribunal determined that the shed was not in a reasonable state of repair and in proper working order at the time of its inspection. With regard to the landlord's personal items, the tribunal noted that these had been present since the start of the tenancy, and did not consider that this was a repairing standard issue.

16. Roof/ceiling and floor holes in utility room

92. At its inspection, the tribunal observed an area of displaced ceiling lining above the boiler in the small front bedroom, where the plasterboard had been cut back. There were gaps around the pipes at floor level underneath the boiler.

93. Mr Paszkiewicz said that he believed this was related to a recent boiler repair. There had been an issue with the bracket holding the flue pipe. He said that the area was structurally sound, but accepted that the plasterboard required to be replaced.

94. The tribunal determined that the ceiling above the boiler and the area of flooring beneath it were not in a reasonable state of repair and in proper working order at the time of its inspection.

17. Bathroom radiator leaking

95. At its inspection, the tribunal observed that the radiator in the first floor bathroom (which Mr Swiffen indicated was the bathroom radiator complained about) was not leaking. Mr Swiffen said that the tenants had fixed the radiator with a spanner, and agreed that it was not leaking at the present time.

96. The tribunal determined that at the time of its inspection, the bathroom radiator was in a reasonable state of repair and in proper working order.

18. Boiler leaking

97. At its inspection, the tribunal observed that, while a plastic container had been placed underneath the boiler, it was not leaking at the time of the inspection. The tribunal also noted that the gas safety certificate dated 22 December 2025 stated that the boiler was in a satisfactory condition.

98. Mr Swiffen agreed, while the boiler had been leaking at the time when he made the application, it had not been leaking for at least 6 months.

99. The tribunal determined that at the time of its inspection, the boiler was in a reasonable state of repair and in proper working order.

19. Skirting board missing in kitchen

100. The tribunal observed at its inspection that there was no skirting board in a small alcove in the kitchen, along the wall adjacent to the living room and the wall adjacent to the attached property.
101. The parties agreed at the hearing that the skirting board had been missing at the start of the tenancy. Ms Smith said Mr Paszkiewicz had said he would replace this, but had not done so. When asked by the tribunal what impact the lack of skirting boards was having on them, the tenants agreed that it was not causing them any particular issues.
102. Having heard from the parties, the tribunal took the view that this was a cosmetic issue and that there was accordingly no breach of the repairing standard.

20. Two floor slates missing in kitchen

103. The tribunal observed at its inspection that there were two tiles missing from the slate floor in the kitchen. Ms Smith said that the two missing tiles were still in the kitchen but had not been fixed in place. She said that Mr Paszkiewicz had said he would fix the tiles at the start of the tenancy, but had not done so. Mr Paszkiewicz did not dispute this.
104. The tribunal noted that the missing tiles could raise health and safety concerns. The tribunal determined that at the time of its inspection, the kitchen floor tiles were not in a reasonable state of repair and in proper working order.

21. Carpet gripper missing or inadequate

105. The tribunal observed during its inspection that there were no 'cover strips' at the carpet joints between the small front bedroom and the first-floor landing and between the larger front bedroom and the first-floor landing.
106. The tenants said that the lack of cover strips between the first-floor landing and the bedroom carpets caused a potential trip hazard. Mr Swiffen said that he had tripped over the carpet leading into the smaller front bedroom more than once.
107. Mr Paszkiewicz said that he had paid a carpet fitter to fit the cover strips as part of the job when the carpet on the hall, stairs and landing had been replaced around two years ago. The inspection was the first time he had

seen the house since then, and he had been unaware that the cover strips had not been fitted. He accepted that they should have been fitted.

108. The tribunal determined that at the time of its inspection, the carpet joints between both the small front bedroom and the larger front bedroom and the first-floor landing were not in a reasonable state of repair and in proper working order.

22. Bedroom carpets require replacement

23. Living room carpet required

24. Utility room carpet requires replacement

109. During its inspection, the tribunal observed that:

- the carpets in the larger front bedroom and the rear bedroom on the first floor were of some age and were discoloured in places.
- there was laminate flooring throughout the living room, which was in a reasonable condition.
- there was an uncarpeted section of flooring in the small front bedroom underneath the boiler. The rest of the room was carpeted.

110. The tenants confirmed that the bedroom carpets referred to in their complaint were those in the first floor bedrooms. They said that the landlord had promised that new carpets would be laid in these rooms when they moved in. This had not been done at the time, at the tenants' request, because they were decorating these rooms. They had asked the landlord to leave the carpets until after they had finished decorating. The tenants had understood that the carpets would be replaced once this was done, but this had never happened. They said that the carpets were old and covered in plaster, and required replacement.

111. Mr Paszkiewicz said that the landlord accepted that the carpet in the smaller front bedroom required replacement. While he conceded that the other carpets were not in the best condition, he believed that they were acceptable.

112. Regarding the living room, the tenants said that the laminate flooring had been in place when they moved in. They appeared to have no complaints about the state of this flooring itself, but said that the landlord had agreed to put a carpet in the room. The landlord denied that she had done so.

113. The tribunal determined that the carpet in the smaller front bedroom was not in a reasonable state of repair and in proper working order at the time of its inspection, as there was a section missing under the boiler. It determined

- that while the carpets in the other bedrooms were old, they were in a reasonable state of repair and in proper working order at the time of its inspection.
114. With regard to the living room, the laminate flooring had been there throughout the tenancy and was in a reasonable state of repair and in proper working order. While there was a dispute between the parties as to whether the landlord had promised to lay a carpet in the living room, this was not a repairing standard issue. There was no requirement on the landlord to put a carpet into the living room.

25. Dishwasher not working properly

115. The tribunal observed at its inspection that the dishwasher appeared to be in reasonable condition, but it was not tested by the tribunal. Ms Smith said that the tenants had tried to use the dishwasher once or twice at the start of their tenancy. They had found that it did not work, and had never used it since that time.
116. Mr Paszkiewicz said that it was difficult to comment on whether the dishwasher works properly, but that it was definitely functional at the start of the tenancy.
117. The tribunal noted that it was unclear from the tenants' evidence what they believed to be the problem with the dishwasher. The PAT test certificate of 23 April 2026 stated that the dishwasher had passed. The tribunal therefore determined on the balance of probabilities that the dishwasher was in a reasonable state of repair and in proper working order at the time of its inspection.

26. Toilet roll holder broken since arrival

118. During its inspection, the tribunal observed that the toilet roll holder in the first floor bathroom was broken. The tenants said it had been broken since the start of their tenancy. Mr Paszkiewicz agreed that it needed to be replaced.
119. The tribunal therefore determined that the toilet roll holder was not in a reasonable state of repair and in proper working order at the time of its inspection.

27. Bathroom coat hangers at 45 degree angle

120. During its inspection, the tribunal observed that the coat hanger in the first floor bathroom was mounted at an angle, and was not secure. The tenants

said it had been like that since the start of their tenancy. Mr Paszkiewicz did not dispute this, and said that he would fix it.

121. The tribunal therefore determined that the coat hanger in the first floor bathroom was not in a reasonable state of repair and in proper working order at the time of its inspection.

28. Curtain pole in utility room requires repair/replacement

122. During its inspection, the tribunal observed that the curtain pole in the small first floor bedroom was not fixed to the wall above the window. Mr Swiffen said that the curtain pole had not been provided by the landlord. He had put the pole up himself. He said that there should be a proper timber rail above the window to hang curtains on. There was nothing to connect the pole to the lintel. Mr Paszkiewicz said that there was a concrete lintel in place, and that the landlord had told the tenants not to put the pole up.

123. It was clear that the curtain pole had not been provided by the landlord. Therefore it was not the landlord's responsibility to repair or replace it. The tribunal therefore determined that there was no repairing standard issue to consider.

30. Remove low brick planter at front yard (dangerous)

124. During its inspection, the tribunal observed that there was a decorative concrete finial to the front of the house at the right hand side (when facing the house) which was loose and could be lifted off the iron pin on which it was intended to be secured. The tenants confirmed that this was the 'planter' which they had referred to in their application.

125. Ms Smith said that she was concerned that this was potentially dangerous, particularly for her young grandchild. Mr Paszkiewicz said that the item should be removed urgently and that the iron pin should also be cut off, as this could be dangerous. The tenants indicated that they were content for the decorative concrete finials on each side at the front of the house to be removed, together with the pins on which these sit.

126. The tribunal considered that the loose finial was a health and safety hazard. It therefore determined that the decorative concrete finial was not in a reasonable state of repair and in proper working order at the time of its inspection.

31. Utility room decorating not completed

127. During its inspection, the tribunal observed that there were some areas of the wall around the boiler in the smaller front bedroom which were unpainted/undecorated. Mr Swiffen said that these areas had been in that condition since the start of the tenancy and that they required to be 'made good'.
128. The tribunal determined that this was in itself a cosmetic issue, rather than a breach of the repairing standard. The tribunal would, however, expect, that following the replacement of the plasterboard around the boiler, that these would be made good, including any decoration required.

Summary of decision

129. On the basis of all the evidence before it, the tribunal determined that the landlord had failed to comply with the duty imposed by section 14(1) (b) of the Act. In particular, the landlord has failed to ensure that the house meets the repairing standard in that: 1) some aspects of the structure and exterior of the house is not in a reasonable state of repair and in proper working order and 2) some fixtures, fittings and appliances are not in a reasonable state of repair and in proper working order.
130. The tribunal therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the Act.

Rights of Appeal

1. 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.
2. 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'Neill

Signed.....Date 21 May 2026
Sarah O'Neill, Chairperson



Property Address

9 Kenmuiraid Place
Bellshill
Lanarkshire
ML4 2AL

Case Reference

FTS HPC RP 25 2643

Schedule of Photographs taken during the inspection by tribunal members on 23 April 2026



1. Boiler in smaller room, first floor at front of property



2. Boiler in smaller room, first floor at front of property



3. Gas cookers in Kitchen



4. Wood burner



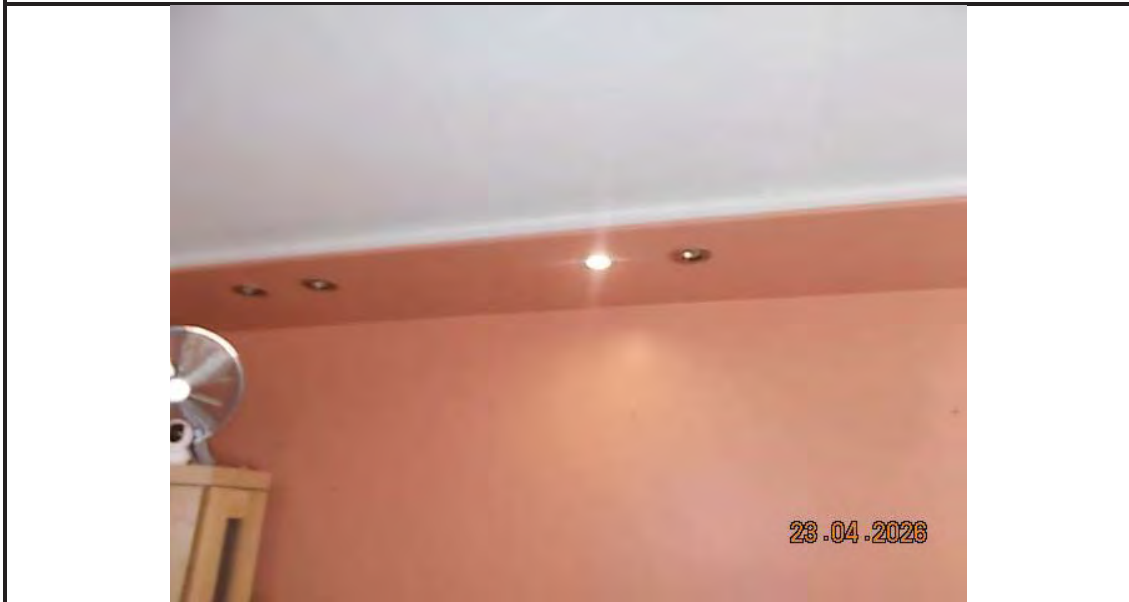
5. Wood burner



6. Wood burner flue connector



7. Wood burner flue connector



8. Lights not operational in Living Room



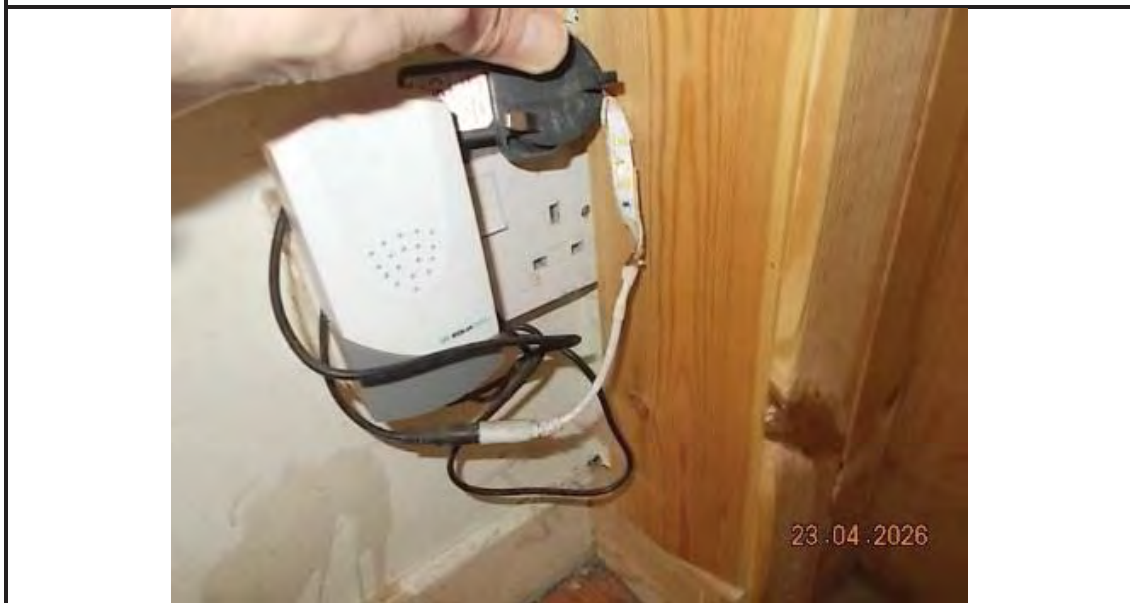
9. Lights not operational in Kitchen



10. Lights not operational in smaller room, first floor at front of property



11. Socket outlet in rear bedroom at first floor level



12. Socket outlet in hallway at front door ground floor level



13. Outdoor/back light



14. Cable connectors on wall arrowed



15. Missing trim (arrowed) above window in dormer to second floor rear bedroom



16. Front door outer face (undamaged)



17. Front door inner face with damaged area



18. Rear door outer face with damaged area to lower right panel



19. Driveway to front of House



20. Driveway to front of House



21. Driveway to front of House



22. Driveway to front of House



23. Driveway to front of House



24. Driveway to front of House



25. Line of posts to former fence to front of House



26. Fence to rear of House



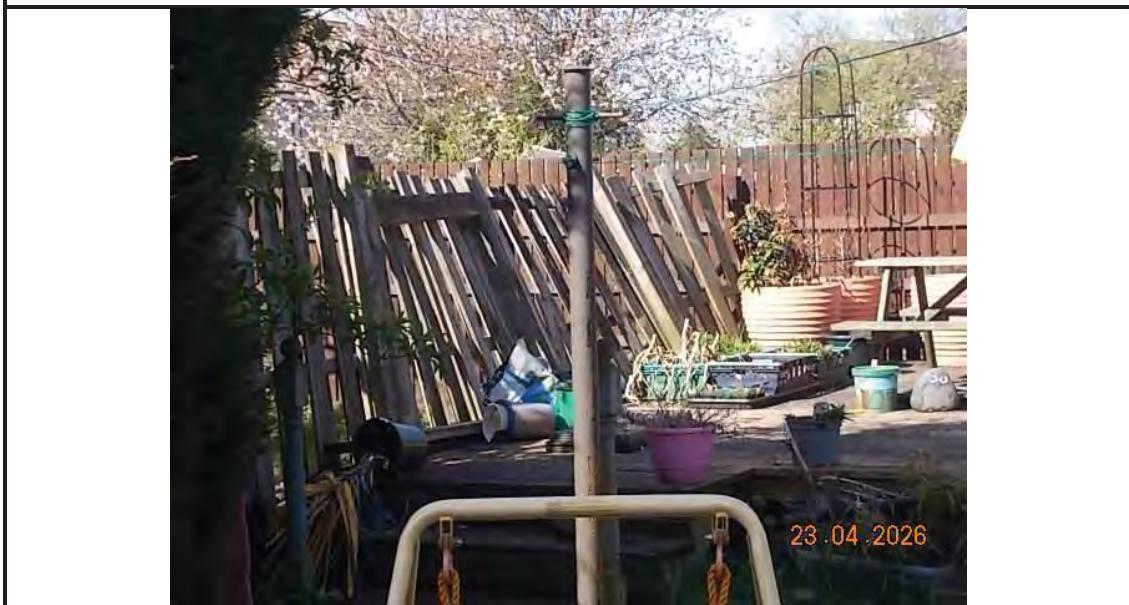
27. Fence to rear of House



28. Fence to rear of House



29. Fence to rear of House



30. Fence to rear of House



31. Shed



32. Shed Interior



33. Shed Interior



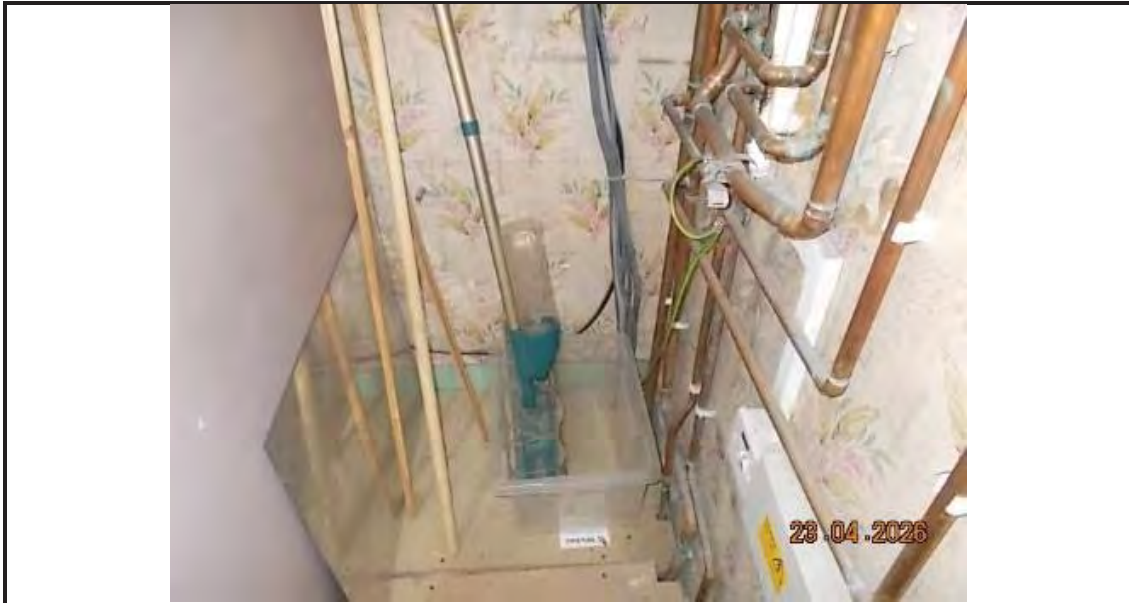
34. Shed Roof



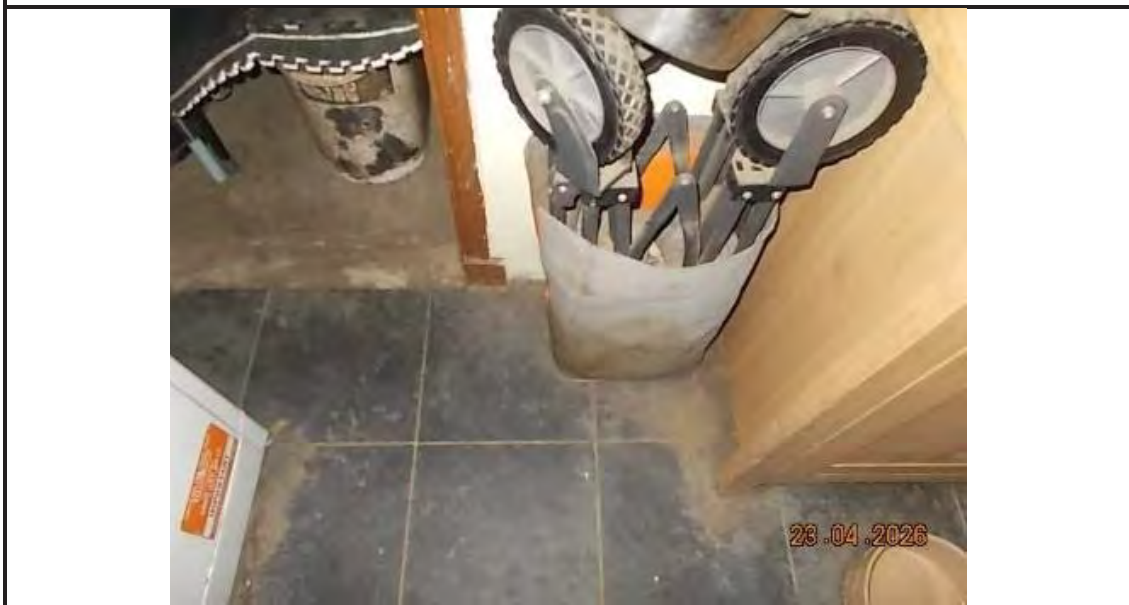
35. Area of displaced ceiling lining in smaller room, first floor at front of property



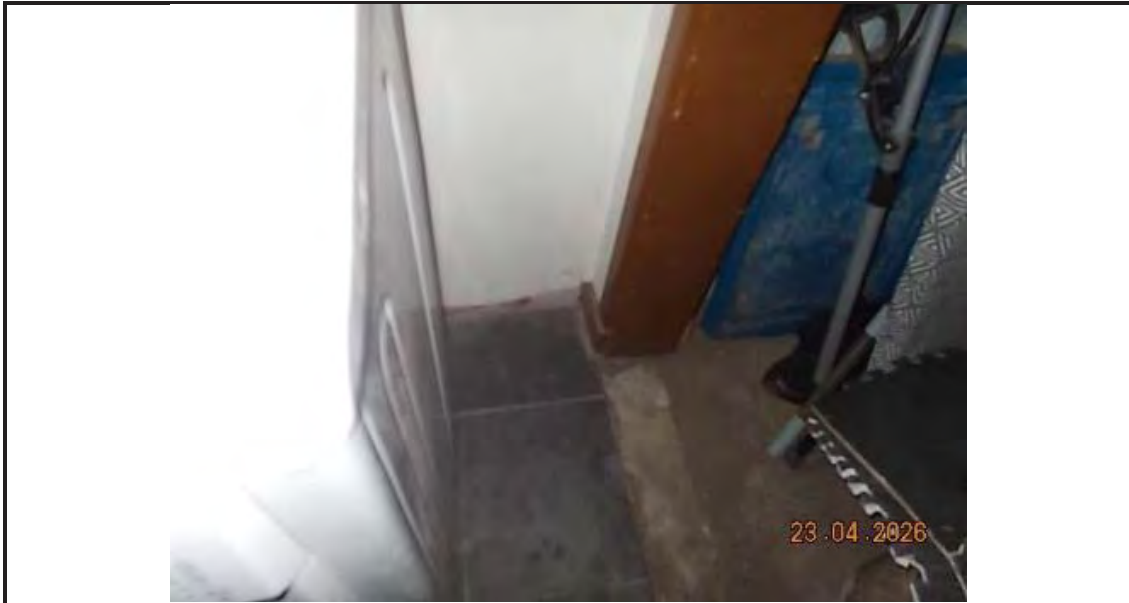
36. Area of flooring in smaller room, first floor at front of property



37. Plastic container placed to catch any leakage from boiler



38. Kitchen wall to living room, floor/wall intersection with no skirting board



39. Kitchen wall to adjacent attached property, floor/wall intersection with no skirting board



40. Gap to slate tile floor finish in Kitchen



41. "Cover strip" missing at carpet joint, smaller room, first floor at front of property to landing



42. "Cover strip" missing at carpet joint, larger room, first floor at front of property to landing



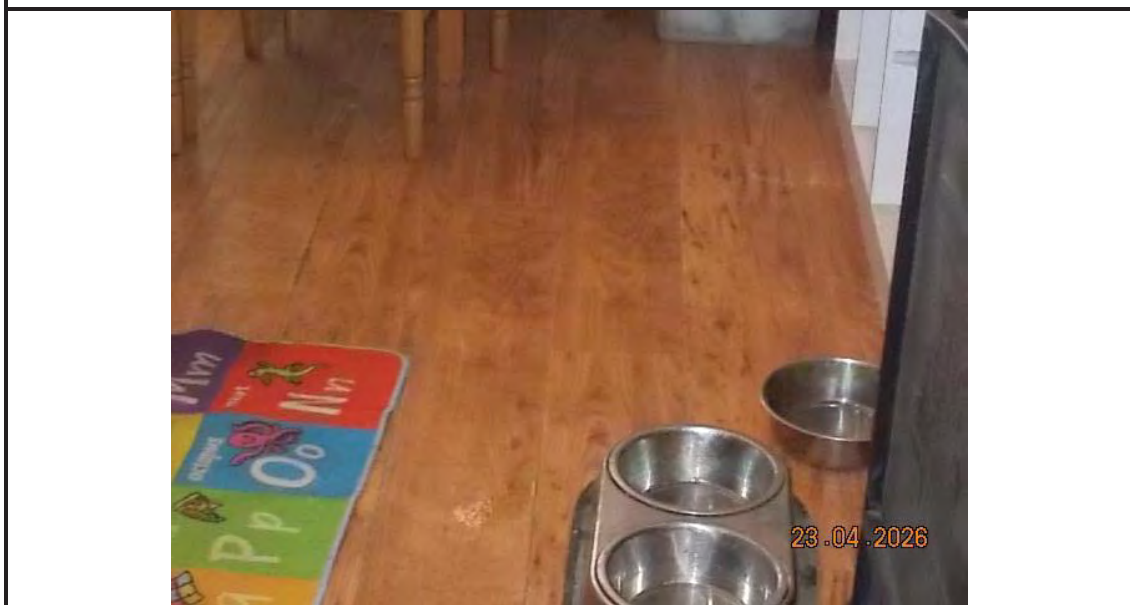
43. Carpet to larger room, first floor at front of property



44. Carpet to room, first floor at rear of property



45. Carpet to room, first floor at rear of property



46. Floor finish to Living Room



47. Carpet to smaller room, first floor at front of property



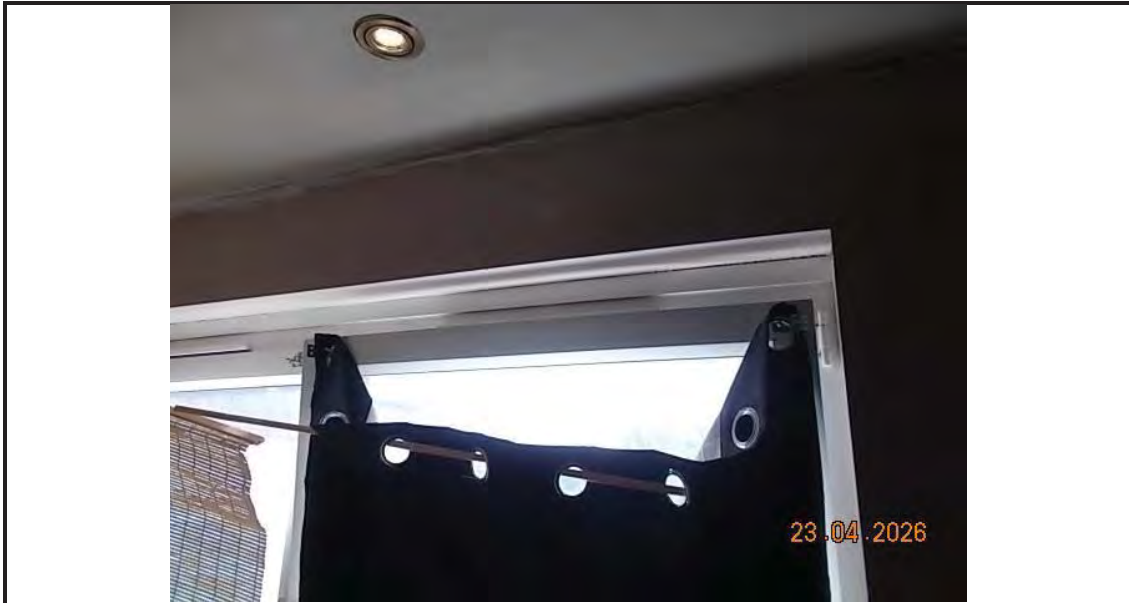
48. Dishwasher



49. Toilet roll holder in Bathroom at First Floor level



50. Coat hanger in Bathroom at First Floor level



51. Curtain in smaller room, first floor at front of property



52. Shed interior



53. Shed interior



54. Low planter



55. Undecorated areas in smaller room, first floor at front of property