



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 24 (1) of the Housing (Scotland) Act 2006 (“The Act”)**

**Reference number: FTS/HPC/RP/25/5382**

**Re: Flat 0/2, 14 Durward Court, Glasgow, G41 3RZ (“the Property”)**

**The Parties:**

**Mr Hugh Alam (“the Tenant”)**

**Dr W H Cheah, 19 Glenpark Avenue, Glasgow, G46 7JE (“the Landlord”)**

**Tribunal Members:**

**Steven Quither (Legal Member) and Nick Allan (Ordinary Member)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) having made such enquiries as it considered appropriate for the purposes of determining whether the Landlord had complied with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) to ensure that the Property met the repairing standard at all times during the tenancy UNANIMOUSLY determined that the Landlord has failed to comply with said duty and accordingly makes a Repairing Standard Enforcement Order (“RSEO”).**

**BACKGROUND**

1. The parties entered into an Assured Lease Agreement for the Property on 3 January 2018, for an initial period of 6 months and continuing thereafter on a 2 monthly basis, at an initial rent of £498 per calendar month.
2. By application dated 11 December 2025, the Tenant sought a determination that the Landlord had failed to comply with his duty under Section 14 (1)(b) of the Act, namely that the Property did not meet the Repairing Standard set out in Section 13(1) of the Act, in that:--
  - It was not wind and watertight and in all other aspects reasonably fit for human habitation;
  - Its installations 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 were not in a reasonable state of repair and in proper working order:
  - Fixtures, fittings and appliances provided by the Landlord were not in a reasonable state of repair and in proper working order; and
  - The Property did not meet the tolerable standard.
3. The application made specific reference to:--

Kitchen and bathroom windows not properly sealed and no extractor fan in either room, resulting in dampness and mould;  
Living room and windows in both bedrooms not properly sealed, resulting in dampness and mould;  
Dampness in the hall cupboard;  
Dangerous floors in the bathroom (due to the toilet leaking) and kitchen, both floors also being cracked and split;  
Sanitation and gas supply installations not being in a reasonable state of repair or in proper working order;  
Penetrating or rising damp;  
Some fixtures and fittings not being in a reasonable state of repair or in proper working order;  
Leaking toilet; and  
Unsafe gas boiler.

4. The Tribunal duly accepted the application by Notice of Acceptance of 16 January 2026 and an Inspection and Hearing were duly fixed for 26 February, subsequently postponed to 18 March, both 2026.
5. Prior to the Inspection and Hearing, both parties lodged Submissions and/or documentary productions.

#### **INSPECTION**

6. The Tribunal members inspected the Property on 18 March, with both parties in attendance, as well as the Tenant's friend, Katrina Murray, his representative, Judith Stevenson. Solicitor, from Castlemilk Law Centre, her trainee, Larissa Rankin and the Landlord's wife, Jeanette Cheah.
7. Tribunal findings from the Inspection are as contained in its Inspection Photograph Schedule, Annex A hereto. To summarise, the Tribunal found the heat sensor in the kitchen and smoke alarms in the living room and hall met Scottish Government guidelines, a completely saturated bathroom floor, various instances of mould at the bath, around the kitchen, living room and both bedrooms' windows, in addition to the main bedroom and cupboard therein. It also found mould and recorded high damp readings in the hall cupboard. It did not find dampness anywhere else in the Property. Said findings were shared with the parties at the conclusion of the Hearing which took place after the Inspection.
8. At the subsequent Hearing, the Landlord objected to the Tenant's late lodging of a production, namely a report dated 21 September 2025 from Professor Tim Sharpe. Mrs Stevenson advised that Professor Sharpe was not a witness and that she would accordingly not be referring to or founding upon any findings in his report. She further advised that she had lodged it in response to certain parts of the Landlord's submissions. The Tribunal had no further regard to said Report in reaching its decision.
9. At the Hearing, by way of submission and response to questions, the Tenant advised:--

He had lived in the property since 2018;  
The toilet had been leaking for some time and the Landlord had attempted to repair it by crudely sealing around the leak and placing a plastic tub underneath to catch any water, which had now been the position for 6 years or so, no plumber had ever attended to fix it;  
The laminate flooring in the bathroom was cracked and partly missing and the exposed timber floor below was wet and very rotten;  
He had carried out a very crude patch-repair to a hole in the bathroom floor with some ply wood;  
In addition, the bathroom taps did not work properly (not referred to in application) and there was no extractor fan;  
The exposed kitchen floor tiles below the broken laminate flooring were cracked and loose in places. It had taken 2 years for the Landlord to put down laminate flooring;  
The gas boiler was prone to break down and Scottish Power had advised it was now beyond further repair;  
The cooker hob light did not work properly;  
He had tried to clean dampness and mould in the double bedroom and had been told by the Landlord to keep some windows open to help eradicate it;  
He had repainted the bedroom cupboard interior but the dampness returned;  
He was constantly cleaning the property but dampness kept returning;  
The Landlord never carried out any tests for dampness.

10. Similarly, by way of submission and response to questions, the Landlord advised:--  
A previous tenant had had no such difficulties as now complained of by the Tenant;  
All of what had been complained of and exhibited by the Tenant had been "staged";  
The Tenant should not have done anything to interfere with the bathroom flooring or any other flooring but should have called him to attend to any issues;  
The parties were no longer on speaking terms;  
The leaky toilet had needed only a very basic repair, which was done and he never heard anything else about it, if he had he would have dealt with it;  
There was no issue with the boiler and he had up to date Gas Safety Certificates and Electrical Installation Condition Reports, which he would lodge with the Tribunal. The Tribunal instructed him to do so within 7 days, which he duly did. Said documentation was in order.
11. Having been heard, the parties were content for the Tribunal then to consider their respective positions based on the Inspection, their written submissions etc and evidence heard at the Hearing.
12. Subsequent to the Hearing, along with the Gas Safety Certificates and Electrical Installation Condition Reports, the Landlord made further submissions, to which the Tenant's representative sought to respond if the Tribunal were considering these. The Tribunal took the view that having heard parties at the Hearing, it was not seeking any other submissions to accompany the documentation the Landlord was instructed to produce and accordingly, beyond considering said documentation, did not consider any further

submissions the Landlord sought to make in accompanying correspondence. For the avoidance of doubt, said submissions played no part in the Tribunal reaching its Decision as contained herein.

### **DISCUSSION AND DETERMINATION**

13. In terms of Section 14 of the 2006 Act, a landlord is required to maintain a tenanted property to the repairing standard at all times during the tenancy.
14. The Tribunal determined that the heat sensor in the kitchen and smoke alarms in the living room and hall met Scottish Government guidelines, that the bathroom floor is completely saturated and badly rotted away exposing a hole which has been crudely patched, various instances of mould at the bath, around the kitchen, living room and both bedrooms' windows, in addition to the main bedroom and cupboard therein. It also found mould and high damp readings in the hall cupboard. It did not find dampness anywhere else in the Property. Said findings were shared with the parties at the conclusion of the Hearing which took place after the Inspection.
15. The Tribunal determined that apart from the hall cupboard, other instances of mould in the Property could be addressed with adequate natural ventilation.
16. In respect of the bathroom, floor in the kitchen and the hall cupboard, the Tribunal determined that the Landlord has failed to maintain the Property to the repairing standard and that it is appropriate to make a RSEO.
17. In respect of the bathroom, the Landlord is required to investigate and remedy the source of whatever is causing the saturation of its floor, to undertake all necessary repairs to remove and replace all rotten timber, replace the floor covering to an appropriate finish and replace any toilet fittings causing leakage.
18. In respect of the kitchen floor, the Landlord is required to repair and replace if necessary the broken floor tiles or recover the floor to an appropriate and secure finish.
19. In respect of the hall cupboard, the Landlord is required to carry out all necessary works to render it free from dampness and mould.
20. Said works in respect of the bathroom, kitchen floor and hall cupboard are required to be carried out by no later than 8 weeks following the date of intimation of this Decision on parties.

### **REASONS FOR DECISION**

21. The Tribunal considered what it had found at the inspection of the Property and parties' evidence and submissions.
22. The Tribunal also considered the statutory obligations imposed upon a residential landlord to ensure that properties meet the repairing standard throughout tenancies.

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. 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.

**SR QUITHER**

Chairperson of the Tribunal

Dated: 25 APRIL 2026

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



**Inspection Photograph Schedule**  
**Flat 0/2, Durward Court, Glasgow,**  
**G41 3RZ**

**Case Reference:** FTS/HPC/RP/25/5382

**Date of inspection:** 13/03/2026

**Time of inspection:** 10.00 am

**Weather conditions:** Dry and sunny

**Present:** Mr Steven Quither – Legal Member  
Mr Nick Allan – Ordinary Member  
Mr Hugh Alam - Tenant  
Mrs Judith Stevenson – Tenant’s Rep.  
Dr W H Cheah - Landlord



Photo 1 – Entrance to Block



Photo 2 – Saturated timber floor around WC (100%)



Photo 3 – Crude temporary fix



Photo 4 – Hole in floor



Photo 5 – Newly collapsed section of floor



Photo 6 – Toilet bowl listing to the right



Photo 7 – Mouldy and failing sealant on bath



Photo 8 – Mould on sealant around kitchen window

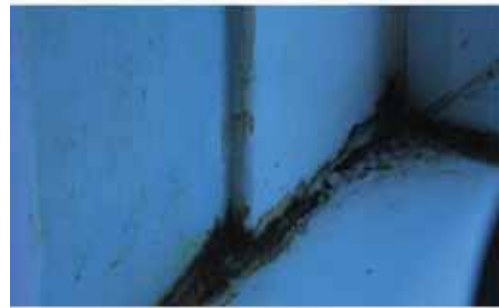


Photo 9 – Kitchen window - mould on sealant



Photo 10 – Heat sensor on kitchen ceiling



Photo 11 – Broken and missing laminate flooring



Photo 12 – Broken and loose exposed floor tiles



Photo 13 – Broken electrical double socket



Photo 14 – Mould around living room window



Photo 15 – Mould on living room window frame



Photo 16 – Mould on living room window frame



Photo 17 – Mould on window sills in L/room



Photo 18 – Mould in main bedroom



Photo 19 – Mould at main bedroom window



Photo 20 – Mould in main bedroom cupboard



Photo 21 – Mould in main bedroom cupboard



Photo 22 – Dampness and mould in hall cupboard



Photo 23 – Mould in hall cupboard



Photo 24 – Gas boiler in kitchen



Photo 25 – Boiler pipework revealed

### Inspection notes

- The Tribunal noted the presence of a heat sensor in the Kitchen and smoke alarms in the Living room and Hall. These were tested and all are interconnected in accordance with Scottish Government guidelines.
- The Tribunal noted that the section of bathroom floor shown in photographs 2,3 and 4 produced dampness readings indicating complete saturation.
- The section of bathroom floor shown in photograph 5 produced a dampness reading indicating severe saturation. This area of floor also collapsed during the Tribunal's inspection.
- The Tribunal noted the presence of mould around the window in the smaller 2<sup>nd</sup> bedroom.
- Photograph 22 shows a section of wall to the rear left of the hall cupboard where the Tribunal noted combined high damp readings and the presence of mould.
- The Tribunal did not observe the presence of dampness in the property other than in the bathroom floor and in the hall cupboard.

Nick Allan FRICS  
Surveyor – Ordinary Member  
First-tier Tribunal for Scotland  
(Housing and Property Chamber)  
26<sup>th</sup> March 2026