



**Statement of Decision of the Housing and Property Chamber of the First-tier Tribunal for Scotland under Section 26 (1) of the Housing (Scotland) Act 2006**

**Chamber Reference number: FTS/HPC/RP/25/4283**

**Re: Property at Flat 2/2, 68 Quarry Street, Hamilton ML3 7AU (“the Property”)**

**Title No: LAN11352**

**The Parties:**

**Miss Heather Young and Mr Walter Verkerk, both Flat 2/2, 68 Quarry Street, Hamilton ML3 7AU (“the Tenants”) and**

**YU Property Investment Limited, incorporated under the Companies Acts (12900122) and having their registered office at 39 Whetstone Road, Farnborough GU14 9SX (“the Landlords”)**

**Tribunal Members: George Clark, Legal Member**

**Andrew McFarlane, Ordinary (Surveyor) Member**

**Decision**

**The First-tier Tribunal for Scotland Housing and Property Chamber, having made such enquiries as it saw fit for the purposes of determining whether the Landlords have complied with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 determined that the Landlords have failed to comply with that duty. The Tribunal made a Repairing Standard Enforcement Order.**

**Background**

1. On 3 October 2025, the Tenants applied to the Housing and Property Chamber of the First-tier Tribunal for Scotland (“the Tribunal”) for a determination of whether the Landlords had failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 (“the Act”).
2. The application form stated that the roof of the tenement requires permanent repair. Water leaks into the kitchen, living room, bedroom and hallway. Internal walls and ceilings are showing signs of water damage, including visible stains and dripping water, gutters are blocked and overflowing and the loft space above the property needs to be inspected and sealed. The Landlords’ letting agents, Igloo Estate Agency had referred the matter to the property factors, who confirmed on 2 July 2025 that the Landlords had paid their share of the costs of

repairs to the roof, but the communal work could not proceed until such times as all owners paid their shares.

3. The Tribunal took as a summary of the Tenants' complaints the contents of an email from Miss Young to the letting agents of 7 December 2025, namely:-
  - (i) Defective Roof and Gutters
  - (ii) Internal water damage and damp/mould risk, particularly on Kitchen ceiling around spotlights
  - (iii) Damp and deterioration in the common stairwell
  - (iv) Defective bedroom window, particularly it does not close properly
  - (v) Security and anti-social behaviour in the stairwell.
4. The application was accompanied by a copy of a Private Residential Tenancy Agreement between the Parties commencing on 1 February 2021 at a monthly rent of £525. The Tenants also provided copies of extensive correspondence primarily with the letting agents and a large number of photographs showing the condition of the Property.
5. On 9 and 26 June 2026, the Landlords' letting agents provided written representations to the Tribunal. They pointed out that, whilst they understand and sympathise with the frustration the Tenants are feeling, the property factors and the Environmental Health Department of South Lanarkshire Council have not been successful in getting everyone to pay their shares of the cost of the common repairs. They stated that the Landlords have retained a low rent for the Property (currently £588 per month) and that the letting agents had tried to help by offering the Tenants priority for any of their available properties, an offer which the Tenants refused. The Landlords, their letting agents, the property factors and the local authority all want the same outcome, namely for the repair to be dealt with. The Tenants themselves have also tried to engage others and have attempted to contact all owners but have been repeatedly ignored.
6. The letting agents provided a copy of an email of 10 June 2026 from Laura Maitland, an Environmental Health Officer of South Lanarkshire Council, confirming the agents had first requested their assistance on 7 November 2025 and that the Council had obtained contact details from the property factors and had written to all non-paying proprietors on 26 November 2025. Two owners, including the proprietors of one of the ground floor commercial premises confirmed that were happy to proceed. A second round of letters was sent and Ms Maitland had visited the commercial and residential units on 2 June 2026 but did not obtain access to the present Property, Flat 2/2. An appointment to inspect the Property had now been made for 18 June 2026.
7. The letting agents also provided a copy of an email of 11 June 2026 from the property factors, Cumming, Turner & Watt, Glasgow, confirming that only the Landlords had paid their share of the common repair and, with current arrears

of common charges for the six properties in the tenement currently at £5,012.36, they thought it unlikely that the owners would pay for additional repairs, the cost of which would be £6,288, inclusive of VAT.

8. On 30 June 2026, the letting agents advised the Tribunal of Ms Maitland's update following her inspection of 18 June 2026. She said that the roof leak situation at the tenement appears to be being well managed with regard to preventing much damage to the residences. The factors appear to be emptying buckets in the loft regularly and at this stage the disrepair is not severe enough for her to serve a Notice on the owners.

### **The Inspection**

9. The Tribunal Members inspected the Property on the morning of 1 July 2026 and were admitted by the Tenant Mr Verkerk. The Landlords were not present or represented.
10. An Inspection Report, including photographs taken at the Inspection, is attached to and forms part of this Statement of Decision. In summary, the Tribunal found:
  - (i) evidence of slipped, displaced or otherwise defective slates to the entire roof area on both front and rear slopes, accumulations of debris and vegetation growth in both front and rear gutters and evidence of water discharge down the front elevation.
  - (ii) evidence of a previously patched area of ceiling near a spotlight in the kitchen approximately 800x600mm. There was some discolouration of finish but no evidence of mould growth at present.
  - (iii) a small section of ceiling (approx. 300x300mm) is missing at the underside of the roof space in the common stairwell. There was missing plaster to the soffit to the top-level window in the common stairwell. The top-level windows to the common stairwell have been patched with Perspex. There is evidence of water penetration displacing wall plaster below windows and general damage to wall plaster at all levels in the common stairwell. There is also missing plaster and wall tiling, and there are bird droppings and an accumulation of rubbish in the entrance passage.
  - (iv) The tilt function of the UPVC framed tilt and turn style double glazed window to the rear bedroom does not operate properly.
  - (v) The front and rear entrance doors to the common stair are not secured. The entryphone system is inoperative.

### **The Hearing**

11. Following the Inspection, a Hearing was held at Hamilton Brandon Gate, Leechlea Road, Hamilton. The Tenant, Mr Verkerk was present. The Landlords were represented by Miss Donna Marie Stewart of Igloo Estate Agency, Hamilton, who called Ms Maitland as a witness.

12. The Ordinary Member of the Tribunal outlined the findings of the Inspection. Miss Stewart said that there is no disagreement as to the condition of the Property. The Landlords have paid their share but do not have consent from the other owners to instruct repairs. Mr Verkerk told the Tribunal that he had himself tried to obtain from the factors contact details for the other owners but they had refused to pass them on. He accepted that they had acted correctly in not divulging the information but expressed his disappointment with the lack of urgency being shown by the letting agents and the property factors. He added that he believed from his discussions with them that the owners of both the commercial and residential properties in the tenement were now willing to pay. Miss Stewart responded that what owners were saying to him had not, unfortunately resulted in any of them actually paying their share of the anticipated costs, allowing works to be instructed.
13. In evidence, Ms Maitland told the Tribunal that the local authority can issue a Disrepair Notice and, if it is not complied with, can step in, but there is no budget at South Lanarkshire Council to do this and at this stage, the disrepair is not such as to warrant a Notice of Disrepair.

### **Reasons for Decision**

14. A landlord has a duty under Section 14(1)(b) of the Act, to ensure that the Property meets the Repairing Standard at all times during the tenancy. Section 24(2) of the Act provides that, where the Tribunal decides that a landlord has failed to comply with that duty, it must, by Repairing Standard Enforcement Order ("RSEO"), require the landlord to carry out such work as is necessary for ensuring the Property meets the Repairing Standard and must specify the period within which the work required by the Order must be completed.
15. The Tribunal noted that the issues were almost all communal repairs but Section 24(2) of the Act states that the Tribunal **must** make an Order if it finds that a landlord has failed to comply. It is at the stage of determining whether a landlord has complied with a RSEO that landlords can contend that they have been unable to comply because of a lack of necessary rights – in the present case the right to instruct work without the agreement of the other owners within the tenement.
16. The Tribunal recognised that there is a "Catch-22" situation here but accepted that the Landlords cannot be expected to pay more than their required share of common repair works. It appears that all the parties involved, the Landlords, letting agents, property factors, local authority and even the Tenants themselves have been unable to persuade the other owners to progress the situation. Nevertheless, the Property does not meet the Repairing Standard, and the Tribunal is bound to act in accordance with the provisions of Section 24(2) of the 2006 Act.
17. The Tribunal would urge all parties to persist in their efforts to obtain agreement and funding for these essential repairs. It is clearly very unsatisfactory for the Tenants to have to live with rainwater being gathered in buckets in the attic

space above them, particularly when the anticipated cost per property is relatively modest.

**Decision**

18. Having considered carefully all the evidence before it, the Tribunal made a finding that the Landlords have failed to comply with the duties imposed by Section 14(1)(b) of the 2006 Act.

19. The Tribunal's Decision was unanimous.

**G Clark**

\_\_\_\_\_ **Legal Member    9 July 2026**

# Housing and Property Chamber First-tier Tribunal for Scotland



## Inspection summary and schedule of photographs



*Street view / Front elevation*

**Property** *Flat 2/2 68 Quarry Street Hamilton ML3 7AU*

**Ref No:** *FTS HPC RP 25 4283*

**Tribunal members** *George Clark (Legal Member) and Andrew McFarlane (Ordinary (Surveyor) Member)*

### **Purpose of inspection**

The purpose of the inspection is to prepare a record of the position at the property, specifically as it relates to the items raised in the application and any issues arising therefrom.

### **Access**

The above Tribunal Members attended the property at 10:30 on 1 July 2026. Also in attendance was Mr Walter Verkerk (Applicant). The Respondent was not present or represented.

## **Weather conditions**

At the time of the inspection it was dull and overcast with intermittent drizzle.

## **Details of Application**

The application by the Tenant stated that they considered the Landlord had failed to comply with his duty to ensure that the house meets the repairing standard specifically for the following reasons: -

1. Defective Roof and Gutters
2. Internal water damage and damp/mould risk, particularly on Kitchen ceiling around spotlights
3. Damp and deterioration in the common stairwell
4. Defective bedroom window, particularly it does not close properly
5. Security and anti-social behaviour in the stairwell

## **Observations as a result of inspection**

1. Evidence of slipped, displaced or otherwise defective slates to entire roof area on both front and rear slopes. Accumulations of debris and vegetation growth in both front and rear gutters. Evidence of water discharge down front elevation. [Photos 1-5]
2. Evidence of a previously patched area of ceiling near a spotlight in the Kitchen approximately 800x600mm. Some discoloration of finish but no evidence of mould growth at present. [Photo 6]
3. Small section of ceiling approx. 300x300mm missing at underside of roof space in common stairwell. Missing plaster to soffit to top level window in common stairwell. Top level windows to common stairwell patched with Perspex. Evidence of water penetration displacing wall plaster below windows. General damage to wall plaster at all levels in common stairwell. Missing plaster, wall tiling, bird droppings and accumulations of rubbish in entrance passage. [Photos 7-13]
4. UPVC framed tilt and turn style double glazed window to bedroom. Tilt function does not operate correctly.
5. Front and rear entrance doors to common stair not secured. Entryphone system inoperative.

This report comprises this and the two preceding pages along with 13 photographs.

# A McFarlane

Andrew McFarlane FRICS  
Ordinary (Surveyor) Member  
First-Tier Tribunal for Scotland

9 July 2026

## Appendix 1

Schedule of photographs taken during the inspection on 1 July 2026.





1. Street view/Front elevation



2. Front roof over and elevation of the property



3. Front roof over and elevation of the property



4. Rear elevation



5. Rear roof over and elevation of the property



6. Kitchen ceiling



7. Common stairwell at top level



8. Common stairwell at top level





9. Common stairwell at top level



10. Common stairwell leading up to first floor level



11. Common stairwell leading down to front entrance



12. Common stairwell above front entrance



13. Common stairwell rear entrance