

Housing and Property Chamber

First-tier Tribunal for Scotland



First-tier Tribunal for Scotland (Housing and Property Chamber) (“the tribunal”)

STATEMENT OF DECISION: Housing (Scotland) Act 2006, Section 24(1)

Chamber Ref: FTS/HPC/RP/26/0599

Property at Flat 5, 38 Tay Street, Perth (Title Number STG26878) (the Property)

The Parties:-

**Mr Miah Ahmad Zubair and Sanjana Islam, Flat 5, 38 Tay Street, Perth, PH1 5TR
(the Applicants)**

**SGL Investment Limited, 26-28 High Street, City Centre, Dundee, DD1 1TA (the
Respondent)**

**Belvoir Lettings Dundee, Top Floor, India Buildings, 86 Bell Street, Dundee,
DD1 1HN (the Respondent’s Representative)**

Tribunal members

Ms Susanne L. M. Tanner K.C., Legal Member and Chair

Mr Andrew Murray, Ordinary Member

DECISION

The First-tier Tribunal for Scotland (Housing and Property Chamber) (the tribunal), having made such enquiries as are fit for the purposes of determining whether the Respondent has complied with the duty imposed by section 14(1)(b) of the Housing Scotland Act 2006 (the 2006 Act) in relation to the Property, and taking account of

the written documentation included with the Application, inspection of the Property on 12 August 2026 and the Applicants' written and oral representations:

- (1) determined that the Respondent has failed to comply with the duty imposed by section 14(1)(b) of the 2006 Act; and
- (2) made a Repairing Standard Enforcement Order as required by section 24(2) of the 2006 Act.

The decision of the tribunal was unanimous.

Procedure

1. On 7 February 2026, the Applicants made an application to the tribunal in terms of Section 22(1A) of the Housing (Scotland) Act 2006, alleging that the Property does not meet the repairing standard (the Application).
2. The Applicants alleged that the Respondent has not complied with the following elements of the Repairing Standard:
 - '(a) The house is wind and watertight and in all other respects reasonably fit for human habitation; ...*
 - (c) 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 property working order;*
 - (d) Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and proper working order; ...*
 - (h) The house meets the tolerable standard. This includes the following:*
 - 3) It has satisfactory provision for natural and artificial lighting , for ventilation and for heating;*
 - 4) It has satisfactory facilities for he cooking of food within the house;*
 - ...*
 - 6) It has satisfactory thermal insulation.*
3. The Applicants provided further explanation of their allegations in the Application, as follows:
 - 3.1. 'Boiler needs servicing – pressure drops and it switches off.*
 - 3.2. Kitchen hood and dishwasher need to be fixed;*
 - 3.3. Cracked window in the kitchen needs to be replaced*
 - 3.4. Broken cupboard below the kitchen sink needs to be fixed*
 - 3.5. Windows in the bedroom are stuck and do not open'; and*

alleged that the landlord has failed to meet the Repairing Standard because of *'No response after multiple contacts regarding the repairs required as stated above.'*

4. The Applicants provided a copy of the tenancy agreement dated 15 February 2024 and copy documents showing notification to the landlord of the work required from 6 March 2024 to 7 November 2025.
5. On 9 February 2026, the tribunal's administration obtained the title sheet for the property which shows that registered proprietor since 28 December 2018 is SGL Investment Limited, a Company incorporated under the Companies Acts (Company Number SC53054) and having its registered office at Top Floor India Buildings, 86 Bell Street, Dundee, DD1 1HN.
6. The tribunal's administration obtained the landlord registration details for the Property with Perth & Kinross Council which show that the registered landlord is SGL Investment Ltd and the agent's details as Perthshire Asset Managers Ltd, with a contact address at 26-28 High Street, Dundee, DD1 1TA.
7. On 15 March 2026, the Applicants amended the Application to include additional repairs issues as follows:
 - 7.1. *'The carbon monoxide alarm in the hallway is chirping on fixed intervals. I have noticed that on the alarm it mentions that the battery change date is 2018.'*
 - 7.2. *'The boiler is also malfunctioning. There has been no servicing since we moved in ... in February 2024. Now the boiler pressure is dropping and it is automatically turning off. There were days when we were unable to get heating or hot water due to this problem. Sometimes it works when restarted and pressure is increased with the lever. Other times it doesn't. Despite informing the letting agent, we haven't received any reply from them.'*
8. On 19 March 2026, the Application was accepted for determination by the tribunal.
9. On 24 March 2026, the tribunal's administration sent a section 11 Notice to Perth & Kinross Council to notify them that the Application had been accepted for determination.
10. An inspection and a teleconference hearing were arranged for 12 August 2026 at 1000h and 1145h respectively.
11. On 2 July 2026, notification of acceptance was sent to both parties. The Respondent was served through its Director, Sean Lewis, at the correspondence

address on Companies House. Both parties were asked to confirm whether they wished to submit written representations by 23 July 2026 and/or to attend the hearing.

12. On 20 July 2026, the Applicants confirmed that they would provide access for the inspection. They confirmed that they did not wish to attend the hearing. The Applicants submitted written representations, as follows:

12.1. **'1. Boiler**

The boiler has now been serviced. I acknowledge that this particular item has been attended to and include it here solely for completeness.

2. Defective kitchen extractor hood

The kitchen extractor hood remains defective and requires repair. This appliance is essential for removing heat, steam, smoke, cooking odours, and airborne grease from the kitchen. Its failure is particularly serious during periods of high ambient temperature. Cooking produces a substantial amount of additional heat, yet there is currently no effective means of extracting that heat from the room. As a result, the kitchen becomes oppressively hot and poorly ventilated, while heat and humidity disperse into the rest of the property. The absence of adequate extraction also allows condensation and moisture to accumulate on walls, ceilings, cupboards, and other surfaces. In warm weather, this creates an increasingly uncomfortable and unhygienic environment and may contribute to damp, mould growth, deterioration of decorative finishes, and the persistent retention of cooking odours. The defect materially limits the safe and reasonable use of the kitchen, particularly when external temperatures are already high.

3. Defective dishwasher

The dishwasher remains inoperative and requires repair. Consequently, we had to buy a portable one to do the dishes; and it is occupying significant amount of space in the kitchen counter.

4. Cracked kitchen window

The kitchen window is cracked and requires replacement. During hot weather, glass is exposed to significant changes in temperature. Existing cracks may spread as the glass expands and contracts, creating a risk that the pane could become unstable or break further. During winter, cold air enters through the crack and makes the kitchen extremely cold.

5. Broken cupboard beneath the kitchen sink

The cupboard beneath the kitchen sink is broken and requires repair. This area contains plumbing and is particularly susceptible to moisture, leakage, condensation, and deterioration.

6. Bedroom windows are stuck and cannot be opened

The bedroom windows are stuck and cannot be opened. This is one of the most serious outstanding defects because it prevents natural ventilation in the rooms used for sleeping. During periods of high ambient temperature, heat accumulates inside the bedrooms throughout the day. Without functioning windows, there is no effective means of creating airflow, releasing trapped heat, or allowing cooler evening air to enter. The bedrooms consequently remain excessively hot, stagnant, and uncomfortable, including during the night. This can significantly interfere with sleep and rest. Prolonged exposure to high indoor temperatures may cause dehydration, headaches, exhaustion, dizziness, irritability, and

difficulty concentrating. The risk is greater during heatwaves and for anyone who may be particularly vulnerable to heat. The inability to open the windows also prevents the removal of moisture generated through breathing and ordinary occupation. This results in stale air and increased humidity and may contribute to condensation and mould. Portable fans cannot provide an adequate substitute for functional windows because they merely circulate the existing warm air. They do not remove accumulated heat or introduce fresh air into the room. The failure of the bedroom windows therefore has a direct and substantial effect on the comfort, ventilation, and reasonable habitability of the property.

7. Smoke / carbon monoxide alarm in the hallway battery needs to be changed

The alarm has a label on it saying the battery needs to be changed in 2018. Now the device chirps at fixed intervals (minutes), creating noise issues. It is also making the area potentially unsafe if fire happens / carbon monoxide accumulates.

8. The flush in the toilet attached to the main bedroom needs to be fixed

This toilet remains unusable due to its condition. It creates significant difficulty if a guest visits.

Cumulative effect of the outstanding defects

These defects should not be considered in isolation. The defective kitchen extractor hood, cracked kitchen window, and immovable bedroom windows collectively prevent heat and moisture from being adequately removed from the property. The cumulative result is an excessively hot, poorly ventilated, and increasingly oppressive internal environment. The smoke alarm issue potentially jeopardises safety of the residents. These are not minor inconveniences. They materially affect the everyday use, comfort, hygiene, and habitability of the property and require prompt and effective remedial action by the landlord. We have attempted to contact them several times, to no avail. They simply stop replying to emails.'

13. The Director of the Respondent did not respond to the tribunal to state whether anyone would attend the inspection or hearing and did not lodge any written submissions.

Inspection of the Property – 12 August 2026 at 1000h

14. The tribunal inspected the Property on 12 August 2026 at 1000h, as a fact finding exercise and carried out a visual inspection of the alleged repairs issues, and tested the smoke alarm in the Property.
15. The Applicants provided access.
16. The Respondent did not attend the inspection or make any contact with the tribunal.
17. The Property is a second floor flat. It was occupied and furnished at the time of inspection.

18. Mr Murray, the surveyor/ordinary member of the tribunal took photographs during the inspection and testing which are contained in a Schedule of Photographs which form part of this Statement of Reasons for the tribunal's Decision.

Hearing – 12 August 2026, teleconference, 1145h, Inveralmond Business Centre, Perth

19. A hearing took place on 12 August 2026 at 1145.

20. No parties attended the hearing.

21. The tribunal deliberated on the information before it and its fact finding and alarm testing from the property inspection.

Summary of the Issue to be determined by the tribunal

22. The issue to be determined is whether the Property meets the repairing standard as specified in section 13 of the 2006 Act and whether the Landlord has complied with the duty imposed by section 14(1)(b) of the 2006 Act.

The tribunal made the following findings-in-fact:

23. The Respondent is the registered proprietor of the Property.

24. The Respondent is registered as the landlord of the Property with Perth & Kinross Council.

25. The gas boiler is operational, has been serviced since 7 February 2026, and provides gas central heating and hot water as required.

26. The Property requires a valid gas safety certificate from a suitably qualified engineer.

27. There is no operational carbon monoxide alarm in the Property.

28. The extractor fan above the hob is not operational.

29. The integrated dishwasher is not operational.

30. One window pane in the kitchen window has a vertical crack.

- 31. The kitchen under sink cupboard has a broken door and a broken internal shelf.
- 32. The windows in the principal bedroom cannot be opened.
- 33. The battery powered smoke detector on the hallway ceiling was inoperative when tested on 12 August 2026, has a battery change date of 2018 and beeps intermittently, approximately every two minutes.
- 34. There is no hard wired interlinked heat and smoke detection system in the Property.
- 35. The toilet flush in the en-suite toilet is operational.

Discussion regarding the issues and the repairing standard, paragraphs (1)(c)

- 36. The Applicants complained that the Property fails to meet the repairing standard, section 13(1)(c). The Respondents have not engaged with the tribunal proceedings and have not lodged any defence.
- 37. Taking each of the allegations in turn:

Boiler

- 38. The tribunal was satisfied that the boiler has been serviced since the Application was made on 7 February 2026 on the basis of the Applicants' written representations. The Applicants stated that they had been provided with a copy of a Gas Safety Certificate but did not have a copy available to provide to the tribunal during the inspection.
- 39. Section 13(1)(c) of the 2006 Act requires that *'the installations in the house for the supply of ..., gas ... and heating water are in a reasonable state of repair and in proper working order.'*
- 40. Scottish Government guidance on this aspect of the repairing standard provides that: *'D.41 Private landlords must be satisfied that any gas appliances, fittings and flues in any houses they rent to tenants are safe to use. They must ensure that tenants can rely on the safety of gas installations and use gas appliances without fear of carbon monoxide poisoning. Private landlords should refer to the [Health and Safety Executive guide to landlords' duties: Gas Safety \(Installation of Use\) Regulations 1998 as amended Approved Code of Practice and guidance.](#)*

D.43 It is the private landlord's responsibility to:

Ensure gas fittings and flues are maintained in a safe condition;
Ensure an annual safety check is carried out on each gas appliance and flue; ...'

[<https://www.gov.scot/publications/repairing-standard-statutory-guidance-private-landlords/pages/15/>, accessed 12 August 2026].

41. The tribunal is not satisfied that the gas boiler is in a reasonable state of repair and proper working order because a valid Gas Safety certificate from a suitably qualified engineer following an annual safety inspection has not been provided to the tribunal.
42. Section 13(1)(h) of the 2006 Act requires that the Property *'meets the tolerable standard.'* Scottish Government guidance on the 'tolerable standard' requires that the Property *'1)...has an interlinked system of fire and smoke alarms and adequate carbon monoxide alarms'.*
43. The Scottish Government has issued guidance in respect of this element of the Tolerable Standard, *'Guidance relating to the Tolerable Standard on satisfactory fire detection and satisfactory carbon monoxide detection'*, Published 20 June 2023, Local Government and Housing Directorate, ISBN, 9781805259893, <https://www.gov.scot/publications/tolerable-standard-guidance-satisfactory-fire-carbon-monoxide-detection/> [accessed 13 August 2026].
44. There tribunal was not satisfied that the Property meets the tolerable standard because there is a gas boiler and there was no satisfactory carbon monoxide protection in the Property at the time of inspection.

Kitchen extractor hood

45. Section 13)(1)(d) of the 2006 Act requires that the *'any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order,';*
46. Scottish Government Guidance on the *'tolerable standard'* in Section 13(1)(e), referred to above, includes the requirements that

3) It has satisfactory provision for natural and artificial lighting, for ventilation and for heating;

4) It has satisfactory facilities for the cooking of food within the house;...'

47. The tribunal is not satisfied that the Property complies with section 13(1)(d), or 13(1)(e) because the kitchen extractor hood is not in a reasonable state of repair

and in proper working order, there is not satisfactory provision for ventilation in the kitchen and it does not have satisfactory facilities for cooking of food within the house.

Dishwasher

48. As stated above, Section 13(1)(d) of the 2006 Act requires that the '*any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order;*';

49. The tribunal is not satisfied that integrated dishwasher is in a reasonable state of repair and proper working order.

Kitchen window

50. Section 13(1)(a) of the 2006 Act requires that '*the house is wind and water tight and in all other respects reasonably fit for human habitation.*'

51. Section 13(1)(b) requires that the structure and exterior of the house ... [are] in a reasonable state of repair and proper working order'.

52. Scottish Government guidance on the 'tolerable standard' referred to above, requires that '13) It is structurally stable.'

53. The tribunal is not satisfied that the house is wind and water tight and in all other respects reasonably fit for human habitation; that the structure and exterior of the house ... [are] in a reasonable state of repair and proper working order, or that it is structurally stable, because of the cracked window pane in the kitchen.

54. It is also observed that as the Property is on the second floor of the building, any falling gas would present a foreseeable risk to of injury pedestrians on the street below.

Under sink cupboard in kitchen

55. As stated above, Section 13(1)(d) of the 2006 Act requires that the '*any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order;*';

56. The tribunal is not satisfied that the under sink cupboard in the kitchen is in a reasonable state of repair and in proper working order.

Windows in principal bedroom

57. As stated above Section 13(1)(a) of the 2006 Act requires that *'the house is wind and water tight and in all other respects reasonably fit for human habitation.'*
58. Section 13(1)(b) requires that the structure and exterior of the house ... [are] in a reasonable state of repair and proper working order'.
59. Scottish Government guidance on the 'tolerable standard' in Section 13(1)(e) referred to above, requires that *'13) It is structurally stable and 3) It has satisfactory provision ... for ventilation;*
60. The tribunal is not satisfied that the house is wind and water tight and in all other respects reasonably fit for human habitation; that the structure and exterior of the house ... [are] in a reasonable state of repair and proper working order', that it is structurally stable, or that it has satisfactory provision for ventilation.

Smoke alarm system

61. As stated above, Scottish Government guidance on the 'tolerable standard' in Section 13(1)(h) requires that *'it has an interlinked system of fire and smoke alarms ...'*
62. The current Scottish Government guidance on this aspect of the tolerable standard is referred to above. It defines what is satisfactory by setting out the requirement for:
- *one smoke alarm installed in the room most frequently used for general daytime living purposes (normally the living room/lounge);*
 - *one smoke alarm in every circulation space on each storey, such as hallways and landings;*
 - *one heat alarm installed in every kitchen;*
 - *all smoke and heat alarms to be ceiling mounted; and*
 - *all smoke and heat alarms to be interlinked,*
63. The tribunal was not satisfied that the Property has an interlinked system of fire and smoke alarms which complies with the Scottish Government guidance.

Toilet flush (en-suite)

64. The toilet flush was operational on inspection and the tribunal is satisfied that it meets the requirements of Section 13(1)(d) of the repairing standard for fixtures and fittings, above.

Observation – broken washing machine in kitchen doorway

65. During the inspection, there was a broken washing machine blocking half of the only access to the kitchen, from the lounge. The Applicants informed the tribunal that it had been left there for over a year, since the washing machine was replaced by the Respondent's agents. It was not included as a complaint on the Application but the tribunal observed that it is impeding safe access to and from the kitchen; and noted the requirements in Scottish Government guidance on the tolerable standard, which include: '*(j) the house has ... safe access to, a food storage area and a food preparation space.*'

Repairing Standard Enforcement Order (RSEO)

66. Because the tribunal determined that the Respondent has failed to comply with the duty imposed by Section 14(1)(b) of the 2006 Act in respect of the repairs issue which the tribunal found existed as at the date of inspection and hearing, it must require the Respondent to carry out the works necessary for meeting the repairing standard and has therefore made a Repairing Standard Enforcement Order ("RSEO") in terms of Section 24(2) of the 2006 Act.
67. Having decided to make a RSEO, the tribunal considered the length of time which should be provided for compliance. The tribunal elected to impose a period of 30 days, having regard to the length of time for which repairs have been outstanding, the nature of the repairs and the likely length of time to instruct and carry out the required works and to provide supporting evidence of the same.

Right of Appeal

68. **A party aggrieved by the decision of the tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only within 30 days of the date the decision was sent to them.**

Effect of section 63

69. Where such an appeal is made, the effect of the decision and of the order is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or finally determined by confirming the decision, the decision and the order will be treated as having effect from the day on which the appeal is abandoned or so determined.

S Tanner

Signed

Ms. Susanne L M Tanner K.C.

Legal Member / Chair of the tribunal

Date 12 August 2026

Housing and Property Chamber
First-tier Tribunal for Scotland



**Schedule of Photographs taken at Inspection on 12 August 2026
(attached as Appendix 1)**

Housing and Property Chamber

First-tier Tribunal for Scotland



Appendix 1: Schedule of Photographs

Chamber Ref: FTS/HPC/RP/26/0599

Property at Flat 5, 38 Tay Street, Perth (Title Number STG26878) (the Property)

The Parties:-

**Mr Miah Ahmad Zubair and Sanjana Islam, Flat 5, 38 Tay Street, Perth, PH1 5TR
(the Applicants)**

**SGL Investment Limited, 26-28 High Street, City Centre, Dundee, DD1 1TA (the
Respondent)**

**Belvoir Lettings Dundee, Top Floor, India Buildings, 86 Bell Street, Dundee,
DD1 1HN (the Respondent's Representative)**

Inspection Date: 12 August 2026 - 10.00am

In attendance:

Mr Zubair and Ms Islam (the Applicants / tenants)

Ms Susanne Tanner KC (tribunal legal member)

Mr Andrew Murray (tribunal surveyor member)

Not in attendance:

SGL Investment Limited (the Respondent)

Belvoir Lettings Dundee (the Respondent's Representative)



1 Front elevation, 38 Tay Street, Perth (Flat 5 part top floor)



2 Kitchen window, Flat 5 (LHS pane cracked)



3 Rear bedroom windows, Flat 5 (not openable)



4 Inoperative kitchen extractor hood



5 Inoperative integrated dishwasher



6 Damaged under sink store cupboard door and shelving



7 Defective smoke detector in the hallway

