



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

Reference number: FTS/HPC/RP/26/0865

**Re: Property at 306C London Road, Glasgow G40 1PN (registered under title
number GLA 7373) (“Property”)**

The Parties:

Weronika Dluzniewska, 306C London Road, Glasgow G40 1PN (“Tenant”)

Homes for Good, 123 Main Street, Bridgeton, Glasgow G40 1QD (“Landlord”)

Tribunal Members :

Joan Devine (Legal Member); Andrew Taylor (Ordinary Member)

DECISION

The Tribunal determined that the Landlord has not failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act") in relation to the Property. The Tribunal therefore will not make a repairing standard enforcement order. The Tribunal's decision is unanimous.

Background

1. By application dated 21 February 2026, the Tenant applied to the Tribunal for a determination that the Landlord had failed to comply with their duties under Section 14(1) of the Act.
2. In the application, the Tenant stated that she believed that the Landlord had failed to comply with their duty to ensure that the property met the repairing standard as set out in Sections 13(1) (a), (b), (c), (h) and (i) of the Act. The Application stated that the Landlord had failed to ensure that:
 - The Property is wind and watertight and in all other respects reasonably fit for human habitation.
 - The structure and exterior of the Property (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order.
 - The installations in the Property 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.

- The Property met the tolerable standard.
 - Any common parts pertaining to the Property can be safely accessed and used.
3. The Tenant made the following complaints in the application and in the notification communications to the Landlord :
- Structure repair : there is a really bad water leak that is progressively getting worse, it is now dripping onto my window sill.
 - Damp and mould treatment : professional mould removal, the leak has a terrible smell that makes it inhabitable.
 - Safety assessment : test air quality to make sure it is actually safe to be there as I have now developed cough over the past month.
 - The water leak is on top of a light. This could cause an electrical fire.
4. The Application was referred to the Tribunal and an inspection and Hearing were fixed for 26 June 2026.
5. The Landlord lodged written submissions on 2 and 17 June 2026.

The Inspection

6. The Tribunal inspected the Property on the morning of 26 June 2026. The weather conditions at the time of the inspection were clear and dry. The Tenant was present at the Property during the inspection as was Joey Mirosavljevic of the Landlord. The Property is a flat with 1 bedroom, bathroom, kitchen / living room.

The Hearing

7. The Hearing took place on 26 June 2026 at Glasgow Tribunals Centre. The Tenant was in attendance as was Joey Mirosavljevic of the Landlord. The Tenant told the Tribunal that she had lived in the Property since February 2019.
8. The Tenant told the Tribunal that there had been a leak in the ceiling of the kitchen area which was first reported to the Landlord in January 2026. She said that the ceiling collapsed in February 2026. She confirmed that the leak was fixed in April 2026. She said there had also been an issue with water ingress at the windows but that issue had also now been fixed.
9. Ms Mirosavljevic told the Tribunal that required works had been carried out and all that remained to be done was to sand and decorate the ceiling. The Tenant confirmed that was the only outstanding issue.
10. The Tribunal issued a direction in the following terms :

The Tenant and the Landlord are required to lodge with the Tribunal by 31 August 2026 :

- 1. Photographs of the ceiling in the kitchen area of the Property evidencing whether or not the ceiling has been painted since repairs were carried out to the ceiling in April 2026.*
- 2. A written submission stating whether or not the ceiling in the kitchen area of the Property has been painted since repairs were carried out.*

The Landlord is required to lodge with the Tribunal by 31 August 2026 :

- 1. A copy of any invoices which evidence that the ceiling in the kitchen area of the Property has been painted since repairs to the ceiling were carried out in April 2026.*

11. On 20 August 2026 the Landlord lodged a written submission in which they stated that the leak affected area around the window had been treated and painted and the kitchen ceiling had been plastered and painted. The Landlord lodged photographs evidencing that the works had been carried out.

12. On 10 September 2026 the Tenant lodged a written submission in which they stated that the required repair works had been completed.

The Evidence

13. The evidence before the Tribunal consisted of:

- The Application completed by the Tenant
- Land Register report relating to the Property
- Photographs of the interior of the Property
- Written submissions from the Landlord lodged on 2 and 17 June 2026
- The Tribunal's inspection of the Property
- The oral representations of the Tenant and the Landlord.
- The response to the direction received from the Parties

Summary of the Issues

14. The issue to be determined was whether the Property meets the repairing standard as set out in Section 13 of the Act and whether the Landlord had complied with the duty imposed on him by Section 14(1)(b).

Findings in Fact

Tribunal made the following findings in fact:

1. The Tenant has lived in the Property since February 2019.
2. The tenancy is a tenancy of a house let for human habitation, which does not fall within the exceptions set out in Section 12(1) of the Act. The provisions set out in Chapter 4 of the Act therefore apply.
3. The Tribunal in its inspection carefully checked the items which were the subject of the application. Inside the Property the Tribunal observed the following:

- Repairs had been carried out to the ceiling in the kitchen area
 - The ceiling in the kitchen had not been painted since the repair had been carried out
 - The light fitting in the kitchen was operational
4. On 20 August 2026 the Landlord advised the Tribunal that the leak affected area around the window had been treated and painted and the kitchen ceiling had been plastered and painted.
 5. On 10 September 2026 the Tenant advised the Tribunal that the required repair works had been completed.

Reasons for Decision

15. Following its inspection, the hearing and the direction responses being lodged the Tribunal determined that the Property does meet the repairing standard as required by Section 13(1) (a), (b), (c) and (i) of the Act and that it does meet the tolerable standard as required by Section 13(1)(h) of the Act.

Decision

16. The Tribunal determined that the Landlord has complied with the duty imposed by Section 14(1)(b) of the Act.
17. The Tribunal therefore will not make a repairing standard enforcement order in terms of Section 24(2) of the Act.

Right of Appeal

In terms of Section 46 of the Tribunal (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.

JOAN DEVINE

**Legal Member
17 September 2026**