

Housing and Property Chamber
First-tier Tribunal for Scotland



**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/25/5387

**Re: Property at 2/1, 11 Wellshot Road, Glasgow G32 7XL (registered under title
number GLA68918) ("Property")**

The Parties:

Katherine Morison, 2/1, 11 Wellshot Road, Glasgow G32 7XL ("Tenant")

**Javed Ashraf, 1703, Al Aryam Tower A, Al Mina Street, Al Mina, Abu Dhabi,
UAE, PO Box 47215 ("Landlord")**

**Smart Property Lets, 11 Dellingburn Street, Greenock PA15 4RN ("Landlord's
Representative")**

Tribunal Members :

Joan Devine (Legal Member); Robert Buchan (Ordinary Surveyor Member)

DECISION

The Tribunal determined that the Landlord has 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 in respect that the Property does not meet the Repairing Standard in respect of Section 13(1)(c),(d),(h)(3) and h(11) of the Act. The Tribunal therefore issues a repairing standard enforcement order. The Tribunal's decision is unanimous.

Background

1. By application dated 14 December 2025, 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 they 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) (c), (d), (h)(3) and (h)(11) of the Act. The Application stated that the Landlord had failed to ensure that:
 - The installations in the Property for the supply of water, gas and electricity and for sanitation, space heating and heating water are not 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.
 - The Property meets the tolerable standard in that it has satisfactory provision for natural and artificial lighting, for ventilation and for heating and it has an effective system for the drainage and disposal of foul and surface water
3. The Tenant made the following complaints in the application and in the notification communications to the Landlord :
- Bathroom shower door seal broken
 - Bathroom air vent is full of dust (and likely mould) and has not been cleaned
 - Water system is poorly installed and will spit
 - Washing machine waste out through the toilet and shower drains
 - Wall closet mirror fell off
 - Front door lock has not been investigated despite faults
 - Sink tap seal broken.
 - Bins unimproved.
4. The Application was referred to the Tribunal and an inspection and Hearing were fixed for 14 September 2026.

The Inspection

5. The Tribunal inspected the Property on the morning of 14 September 2026. The weather conditions at the time of the inspection were clear and dry. The Tenant was present at the Property during the inspection. The Property is second floor flat with a bedroom, bathroom and kitchen / living area. A schedule of photographs taken at the inspection is provided with this Decision.

The Hearing

6. The Hearing took place on 14 September 2026 at Glasgow Tribunals Centre. The Tenant was in attendance. The Landlord was not in attendance and was not represented. The Tribunal noted that at the inspection the Tenant had advised that the following works had been carried out: bathroom shower seal repaired, front door lock repaired and sink tap seal repaired.
7. The Tribunal considered the remaining issues raised in the Application. As regards the air vent in the bathroom the Tenant told the Tribunal that it had not functioned since the start of the tenancy and there was no switch to turn it on.
8. As regards the light in the bathroom the Tenant told the Tribunal that the original bulb had “blinked” when switched on. This had been replaced with a bulb of a lower wattage which did not “blink” but the bulb was still exposed.
9. As regards the water system in the Property, the Tenant told the Tribunal that when the washing machine ran, the waste would come up into the shower area. The Tenant said that the washing machine would have to run for some time before this could be observed. The Tenant said that if bleach was put down the toilet that

too would come up through the shower. The Tenant told the Tribunal that they had been aware of water escaping from the downpipe at the back of the Property.

10. As regards the mirror doors on the wardrobe which had come off the runners, the Tenant told the Tribunal this had been reported in June 2025.
11. As regards the cord for the blind in the living area, the Tenant told the Tribunal that the original blinds were replaced with the current blinds shortly after the tenancy began. They said that the cord for the blind was inadequate and snapped.
12. As regards the bins at the back of the Property, the Tenant told the Tribunal that they filled very quickly and more were required. The Tenant said they had contacted the Council who advised it was a matter for the owner of the Property.

The Evidence

13. The evidence before the Tribunal consisted of:
 - The Application completed by the Tenant
 - The tenancy agreement between the Tenant and the Landlord
 - Land Register report relating to the Property
 - Copy emails containing of notifications to the Landlord's Representative regarding repairs required to the Property.
 - The Tribunal's inspection of the Property
 - The oral representations of the Tenant
 - Emails from Smart Property Lets dated 8 and 10 September 2026

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

15. Tribunal made the following findings in fact:
 - a) The Tenant has lived in the Property since June 2023.
 - b) 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.
 - c) The Tribunal in its inspection carefully checked the items which were the subject of the application. Inside the Property the Tribunal observed the following:
 - 7.1.1 There was no switch to operate the air vent in the bathroom.
 - 7.1.2 The light in the bathroom was an exposed bulb.

7.1.3 Two mirrored doors on the wardrobe have come off the runners.

7.1.4 The cord for the blind in the living area is broken.

Reasons for Decision

16. Following its inspection and the hearing, the Tribunal determined that the Property does not meet the repairing standard as required by Section 13(1) (c),(d),(h)(3) and h(11) of the Act.
17. The installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair as the water drainage system is causing water to exit into the shower.
18. The fixtures, fittings and appliances provided by the Landlord in the Property are not in a reasonable state of repair as the air vent in the bathroom is not in working order; the light in the bathroom is not enclosed; the doors on the wardrobe have come off the runner and the cord for the blind in the living room is broken
19. The Property does not meet the tolerable standard as it does not have satisfactory provision for artificial lighting and for ventilation and it does not have an effective system for the drainage and disposal of foul and surface water.
20. The Tribunal observed that the wastepipe at the back of the Property may be the source of the issues regarding drainage of water. The Tribunal also observed that the provision of waste bins was a matter for the Local Authority.

Decision

22. The Tribunal determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act, and in particular that the Landlord has failed to ensure that the Property meets the repairing standard in respect of Section 13(1) (c),(d),(h)(3) and h(11) of the Act.
23. The Tribunal therefore makes a repairing standard enforcement order as required by 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

J Devine

Member, 14 September 2026

Photographs taken during the inspection of 2/1 11 Wellshot Road, Glasgow, G32 7XL

Chamber reference FTS/HPC/RP/25/5387



Rear of the building



Detail of drainage

Photographs taken during the inspection of 2/1 11 Wellshot Road, Glasgow, G32 7XL

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Shower-room showing inaccessible air vent



Exposed light bulb in the shower-room

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Air vent



Broken blind cord

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Missing wardrobe doors



Bins in the rear garden