

Housing and Property Chamber First-tier Tribunal for Scotland



First-tier Tribunal for Scotland (Housing and Property Chamber)

**Repairing Standard Enforcement Order (RSEO): Housing (Scotland) Act 2006
Section 24**

Chamber Ref: FTS/HPC/RP/25/2803

Title Number: GLA247528

1/ 2 385 Sauchiehall Street, Glasgow, G2 3HU (“the Property”)

Parties:

**Calum Wyness, Jeeven Sahota, Paulo Halili, 1/ 2 385 Sauchiehall Street,
Glasgow, G2 3HU (“the Tenants”)**

Planplex Ltd, 54 Tannoch Drive, Cumbernauld, G67 2XX (“the Landlord”)

Tribunal Members:

Josephine Bonnar (Legal Member) and Carol Jones (Ordinary Member)

Whereas in terms of their decision dated 8 March 2026, the First-tier Tribunal for Scotland (Housing and Property Chamber) (“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 2006 Act”) and in particular, that the Landlord has failed to ensure that: -

- (i) The house is wind and watertight and in all other respects reasonably fit for human habitation, and
- (ii) The house meets the Tolerable Standard.

The Tribunal now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the property meets the Repairing Standard and that any damage caused by the carrying out of any work in terms of this Order is made good.

In particular, the Tribunal requires the Landlord: -

1. To carry out all necessary works to ensure that the bathroom and shower room are free from dampness and mould, and

2. Replace the ineffective extractor fan in the shower room with a humidistat controlled one which is in proper working order and operates effectively to remove moisture and prevent the recurrence of mould.

The Tribunal order that the works specified in this Order must be carried out and completed within the period of 6 weeks of the date of service of this Notice.

A landlord, tenant or third party applicant 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.

In terms of Section 63 of the Act, 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.

Please note that in terms of section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.

In witness whereof these presents are executed by Josephine Bonnar, Legal Member of the Tribunal, at Motherwell on 8 March 2026 in the presence of the undernoted witness:-

J Bonnar



First-tier Tribunal for Scotland (Housing and Property Chamber)

Statement of Decision: Housing (Scotland) Act 2006 Section 24(1)

Chamber Ref: FTS/HPC/RP/25/2803

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Parties:

Calum Wyness, Jeeven Sahota, Paulo Halili, 1/ 2 385 Sauchiehall Street, Glasgow, G2 3HU (“the Tenants”)

Planplex Ltd, 54 Tannoch Drive, Cumbernauld, G67 2XX (“the Landlord”)

Tribunal Members:

Josephine Bonnar (Legal Member) and Carol Jones (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the property, determined that the Landlord has not complied with the duty imposed by Section 14(1)(b) of the Act.

Background

- 1. By application dated 27 June 2025, the Tenants applied to the Tribunal in terms of Section 22 of the Housing (Scotland) Act 2006. They stated that the Landlord has failed to meet the repairing standard in relation to the property. In particular, both bathrooms are affected by persistent and severe mould, the extractor fans require to be upgraded or replaced, poor ventilation in the bathrooms requires to be addressed and the windows in the front bedroom are defective.**
- 2. The parties were notified that the Tribunal would carry out an inspection of the property on 28 January 2026 at 10am and that a hearing would take place at 11.45am on the same date at Glasgow Tribunal’s Centre, York Street, Glasgow.**
- 3. The Landlord’s representative requested an extension of time to submit written representations as the application had been received just before the festive**

period. They also asked for the Hearing to be postponed or converted to video conference. The Tribunal granted the extension and arranged for the Hearing to take place both by teleconference and in person. Prior to the inspection and hearing, the Landlord lodged written submissions.

4. The Tribunal attended at the property on 28 January 2026. Access was provided by Mr Joseph Harrison, who explained that he had replaced Lewis Hammerson as the fourth tenant in the property. The Landlord was represented by Ms Kirsty Ogilvie, from the letting agency. The Hearing took place at 11.45am in Glasgow Tribunal's Centre. Mr Harrison attended in person. Mr Sahota and Mr Halili participated by conference call as did Mr Johnstone, the landlord's representative.

The inspection

5. The property comprises a first floor flat situated in a four storey tenement located in a prominent position on Sauchiehall Street in Glasgow. This is an area of mixed commercial and residential properties close to Charing Cross in the city centre. The tenement was constructed around 1850 and is a category B listed building with a classical Greek style frieze to the sandstone frontage. The accommodation comprises a hall, large open plan living/dining/kitchen, four bedrooms, a main bathroom and shower room. The Tribunal noted that ceiling mounted extractor fans are installed in both the main bathroom and the shower room. There is widespread build up of mould/mildew on the grout at the tile joints, the bath seal in the main bathroom and the seal round the shower tray in the smaller shower room. Neither room has a window. The Tribunal also inspected the windows in the front facing bedroom. These are modern double-glazed units which appeared to be in good condition. At the request of Mr Harrison, the Tribunal also inspected the kitchen and noted that mouse traps have been placed in various locations.

The Hearing

6. At the start of the Hearing, the Ordinary Member summarised the Tribunal's observations at the inspection. She explained that damp meter readings had been taken in both bathrooms. However, as both are fully tiled, the readings only show the moisture levels on the surface of the walls. Amber readings were obtained in the main bathroom and the Tribunal noted black mould on the bath seal and the grout. It was noted that the extractor fan in this bathroom is relatively new. It is a humidistat-controlled fan which reacts to moisture in the air and remains on after the light is switched off. As the doors in the property are self-closing, moisture will be trapped in the bathroom and shower room after they have been used. Similar issues were noted in the shower room. The moisture levels were higher in this room and there was mould on the shower seal and the grout. The extractor fan in this room is not humidistat controlled and it deactivates when the light is turned off. The humidity in the air in both rooms was very evident to the Tribunal, particularly in the smaller shower room. The Tribunal also inspected the windows in the front bedroom. The windows appeared to be in good condition and no draught was noted, although it was

not a windy day. The Tribunal was also directed to mouse traps in the kitchen and advised that there had been a problem with vermin until recently, although it may now have resolved.

7. The Tribunal noted that the issue in relation to the vermin had not been mentioned in the application and could not be considered. The windows, although not specified in the application form, are mentioned in one of the emails to the letting agent which forms part of the application paperwork. Mr Sahota said that the Applicants have another case at the Tribunal and they may have mixed them up and submitted information in connection with the wrong case.
8. Mr Johnstone told the Tribunal that the main bathroom meets the repairing standard. There is a fully functioning extractor fan installed, and it is usual for there to be surface level moisture on bathroom tiles after the room has been used. He said that the mould is due to the failure by the tenants to clean the bathroom. The seals were replaced in 2023. Mr Johnstone said that they had removed the mould from the ceiling. They did not deal with the grout or the seals because they did not know that was part of the complaint. In relation to the smaller shower room, Mr Johnstone said that both rooms were professionally assessed, and they were only advised to replace the extractor fan in the larger bathroom.
9. The Tenants told the Tribunal that the mould on the ceiling and walls was cleaned in October 2023. They just wiped it away. However, the Tenants took advice from a plumber who said that wiping it away just aggravates the spores and told them that proper professional remedial work is needed to eradicate the mould. The action taken by the agent did not work. The extractor fan in the smaller shower room does not work properly. The Ordinary Member of the Tribunal noted that this fan is activated by the light and switches off when the light is switched off.
10. In relation to the front bedroom windows, the Tenants said that this room is much colder than the others. There are two large windows in it. There is a draught from the windows, and the heating must be on all the time, or the room gets really cold. They confirmed that the radiator in the room is working. Mr Johnstone said that the windows are not mentioned in the Tribunal submissions so he would need to investigate before he could properly respond. However, the room is larger than the others and has two large windows so it is going to be colder and it will depend on how long the hearing is on. The windows are modern double-glazed units and are less than 10 years old. The whole flat was renovated in 2016. The heating is adequate and the radiator in that room is a full-size radiator.
11. Mr Harrison told the Tribunal that neither shower had been used before the inspection. The last time they were used was the previous day. The Tenants also told the Tribunal that they have all had coughs and breathing issues associated with the mould. Mr Johnstone said that the tenants are obliged in terms of the tenancy agreement to keep the property clean. The agents inspected in October 2024 and March 2025 and gave advice to the tenants

about cleaning the shower room and bathroom. The agents dealt with the mould on the ceiling, but the rest is due to a failure to clean. The Tenants said that the mould was present before they moved in, it has not just developed during their tenancy.

Findings in Fact

12. The bathroom and shower room are affected by high moisture levels and mould.
13. The front bedroom windows at the property are in good condition and are not defective.

Reasons for Decision

14. Section 14(1) of the 2006 Act states “The landlord in a tenancy must ensure that the house meets the repairing standard – (a) at the start of the tenancy, and (b) at all times during the tenancy.” In terms of Section 14(3) of the 2006 Act “The duty imposed by subsection (1)(b) applies only where – (a) the tenant notifies the landlord, or (b) the landlord otherwise becomes aware, that work requires to be carried out for the purposes of complying with it”. Section 22(3) of the 2006 Act states that an application can only be made if the person making the application has notified the landlord that work requires to be carried out for the purpose of complying with the repairing standard.
15. The Tribunal is satisfied that the Tenants notified the Landlord about the mould in the bathroom and shower room and their concerns about the bedroom windows prior to lodging the application. The vermin issue was not included in the application and was not referred to in the emails which were submitted as evidence of notification of the complaints. It appears that the Tenants lodged submissions about the vermin in relation to another tribunal application, in error. However, even if they had made a request to amend the present case, they would have to demonstrate that the Landlord had been notified at the appropriate time. The Tribunal is therefore unable to consider this complaint.
16. The Landlord’s representative was not aware that the window complaint was being considered. This is understandable, as they are not mentioned in the application form and paper apart. In any event, the Tribunal is not persuaded that a breach of the Repairing Standard has been established. The windows appear to be in good condition, and the Tribunal was told that they were installed less than 10 years ago. There was no obvious defect which would result in draughts. The Tribunal noted that the windows are large and that the room is bigger than the other bedrooms. The property also has high ceilings, and this is the only bedroom which is situated on the north facing elevation of the tenement. The radiator is an appropriate size and the Tenants confirmed that it is working. The Tribunal concludes that the room is colder than the others because of the style of the property, the size of the room and the size and

number of the windows.

17. The Tribunal is satisfied that a breach of the repairing standard has been established in relation to the mould and mildew build up in the bathroom and shower room and the adequacy of the ventilation system for those rooms which do not have any natural ventilation from windows. The Landlord's claim that the mould is due to the Tenants failing to clean the bathrooms is not convincing. Both rooms appeared to be relatively clean at the time of the inspection. Furthermore, the agent conceded that they had carried out work to eradicate mould from the ceilings, which could not have been attributable to a lack of cleaning. High and moderate moisture readings were detected in both rooms although neither had been used for showering since the previous day. The mould affects the seals round the bath and shower and the grout. The Tribunal is satisfied that remedial work is required to eradicate the mould and that a more effective extractor fan should be installed in the smaller shower room to prevent recurrence.
18. The Tribunal concludes that the Landlord has failed to comply with the repairing standard as set out in Section 13(a) and (h) of the 2006 Act. The Tribunal is not satisfied that the Landlord has failed to comply with Section 13(d), as both extractor fans appear to be in working order, or 13(e) as this relates to furnishings.

Decision

19. The Tribunal determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act.
20. The decision of the Tribunal is unanimous.

Right of Appeal

A Landlord, Tenant or Third-party applicant 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.

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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.

J Bonnar

8 March 2026