

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) under sections 24 and 27 of Housing (Scotland) Act 2006

Chamber reference: FTS/HPC/RP/25/5045

Re: Property at 2/1 90 Great George Street, Glasgow, G12 8RY (“the Property”)

Parties:

Stuart Stirling, Demi Elliott, both formerly of 2/1 90 Great George Street, Glasgow, G12 8RY (“The Tenants”)

Fiona Drummond, Graeme Drummond, both of 6 Belmont Crescent, Glasgow, G12 8EU (“The Landlords”)

Tribunal Members:

Joel Conn (Legal Member) and Andrew McFarlane (Ordinary (Surveyor) Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a repairing standard enforcement order (“RSE”) should not be made.

Background

1. By application dated 23 November 2025, the Tenants, as Applicants, applied to the Housing and Property Chamber of the First-tier Tribunal for Scotland 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 as amended (“the 2006 Act”). The application is in terms of section 22(1) of the 2006 Act and in terms of rule 48 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended.

2. The Tenants and the Landlords, as Respondents, are parties to a private residential tenancy agreement for the Property. The private residential tenancy commenced on 4 June 2019.
3. The application stated that the Property did not meet the Repairing Standard set out section 13 of the 2006 Act on the majority of possible grounds, being alleged non-compliance with the following requirements:
 - a) *The house is wind and watertight and in all other respects reasonably fit for human habitation*
 - b) *The structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order.*
 - 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 proper working order.*
 - d) *Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.*
 - e) *Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.*
 - h) *The house meeting the tolerable standard in the following ways:*
 - 2: In the case of a house having a supply of electricity, it complies with the relevant requirements in relation to the electrical installations for the purposes of that supply;*
 - 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;*
 - 5: It is substantially free from rising or penetrating damp;*
 - 6: It has satisfactory thermal insulation;*
 - 11: It has an effective system for the drainage and disposal of foul and surface water;*
 - 12: It is structurally stable.*
 - i) *Any common parts pertaining to the house can be safely accessed and used.*
 - j) *The house has satisfactory provision for, and safe access to, a food storage area and a food preparation space.*
 - k) *Where the house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks.*
4. The application made specific reference to the following “work which needs to be done” in order to address the foregoing alleged non-compliance with the Repairing Standard:
 - 4.1 “Complete eradication of ongoing mice infestation, including identifying and sealing all entry points beneath and behind kitchen units as advised by pest control.”
 - 4.2 “Repair or replacement of deteriorated kitchen units, including: peeling/detaching door coverings exposing sharp edges; damaged kickboards; rotten/damaged panels caused by leaks and vermin entry.”
 - 4.3 “Repair or replacement of kitchen flooring damaged by long-term leaks and

- impossible to clean to a hygienic standard.”
- 4.4 “Repair all holes in ceilings left by previous contractors, including the main bathroom, en-suite, and hall cupboard.”
 - 4.5 “Repair/replace failed kitchen electrics, including: non-functional under-cabinet lights; unsafe ceiling spotlights; fuse tripping when using appliances.”
 - 4.6 “Repair/replace damaged extractor fan unit/light which is aged, not fully functional, and no longer has replaceable parts.”
 - 4.7 “Repair loose/exposed bathroom spotlight fittings with exposed wiring above wet areas.”
 - 4.8 “Resolve mould and failed seals around bath and shower areas where water ingress has damaged panels and grouting.”
 - 4.9 “Repair cracked bath caused during previous contractor attendance.”
 - 4.10 “Repair leaking en-suite sink pipework and replace any floor/wall materials damaged by long-term leaks and mould growth.”
 - 4.11 “Replace damaged skirting board at en-suite entrance caused by prior flooding.”
 - 4.12 “Repair kitchen tap which was incorrectly fixed previously and now moves the entire pipework when operated.”
5. On 27 February 2026, a Notice of Acceptance was issued by a legal member of the Tribunal acting under delegated powers of the Chamber President.
 6. During the period prior to the proposed inspection and hearing, the Tenants intimated that they had left the Property (which was confirmed by the Landlords). The Tenants lodged further voluminous written submissions and documentation, and the Landlords provided similarly detailed submissions and documentation (much of it relating to post-vacancy inspection, and works undertaken during the course of the tenancy and since vacancy). In the circumstances, we considered the further progress of the application and issued a Minute of Continuation prior to the inspection.

Property Inspection

7. The members of the Tribunal inspected the Property on 13 August 2026 at 10:00. Representatives from the Landlord’s letting agents were present. (As the Tenants had moved out and were thus treated as having withdrawn the application - in terms of paragraph 7 of Schedule 2 of the 2006 Act - they were no longer part of the application and were not invited to be present at the inspection or Hearing.)
8. The Tribunal took a series of photographs during the inspection. A Schedule of Photographs has been prepared and is issued to accompany this decision.

Findings on Inspection

9. The Property is a second-floor modern tenement flat. The accommodation comprises of a living room with kitchen recess, master bedroom with en-suite, second bedroom, family bathroom, and hallway with a cupboard and a further

utility cupboard (in which a washing machine and tumble dryer were fitted).

10. The Property was unoccupied, clean, and empty of most furniture at the time of the inspection. White goods remained in place. The electricity was on as was the water. We did not test the hot water system.
11. In respect of vermin infestation, we saw no signs of current activity. We were not able to inspect all potential access points, but the Property had been empty for around a month and we could see no sign of mouse droppings in any areas of the Property, nor any other disturbance that may indicate the presence of vermin.
12. In respect of the kitchen units, the Property appeared to have a newly installed kitchen (commensurate with submissions by both parties of a new kitchen having been installed during Spring 2026). The units were all in good condition.
13. In respect of the kitchen flooring, the Property appeared to have newly fitted flooring in the kitchen recess which was of good condition.
14. We undertook a visual inspection, with the use of torches where required, to examine all ceilings in living areas and cupboards. There were no visible holes in any ceilings.
15. We could see that the kitchen cooker was switched on, and the kitchen lighting and fan both turned on at the switch. There were three downlighters in the kitchen area, of which one was not illuminating at the time of the inspection. We sought further information on this from the letting agents and this is referred to below. We did not otherwise operate any of the kitchen electrics, nor undertake an electrical test of them.
16. The extractor fan and light unit previously complained about had been removed, and replaced with two downlighters above the stove (both working during the inspection) and an extractor fan on the wall opposite (which, as stated, turned on during the inspection though we were not in a position to test its efficacy as an extractor fan).
17. All downlight fittings in both bathrooms were properly fitted with no exposed cables. One (in the en-suite) was not illuminating at the time of the inspection. We sought further information on this from the letting agents and this is referred to below.
18. There was no evidence of mould or failed seals in either the family bathroom or the en-suite, beyond slight discolouration in some areas. There was some damage to the top edge of the bath panel in the family bathroom. This was described in the application papers as "showing signs of rot". On our inspection, we would categorise it as minor water damage commensurate with the age of the panel.
19. The bath in the family bathroom showed signs of cracking as well as an indentation, both of which appeared to be the same as shown in the application

papers. We sought further information on this from the letting agents and this is referred to below.

20. We detected no leak from the sink in the en-suite. We ran the water, and made a physical inspection at the trap but no water leak was noted. There was verdigris on the water supply pipes but we did not regard this as commensurate with a leak. We thought routine condensation would be the likely cause for the verdigris observed.
21. The skirting board at the entrance to the en-suite appeared newly replaced.
22. The kitchen tap was newly replaced and appeared to be fitted satisfactorily and operating normally.
23. There was one further matter within the application papers which appeared to be a want of repair identified by the Tenants (but not featuring in the wants of repair in the application itself). The washing machine was said to have frequently broken down due to an "intermittent fault" (as described in submissions provided by the Tenants). We did not observe the washing machine operating but were advised by the letting agent that it had been repaired during the course of the Tenancy and no further reports of issues were then made. The letting agent also drew our attention to a new tumble dryer having been fitted.

Hearing

24. A Hearing was held at Glasgow Tribunal Centre on 13 August 2026 at 11:30. It was attended by the Landlords' representatives only, being Angela Splawska, private client manager, and Ross Macleod, managing director, both of Macleod Lettings.
25. The Tribunal considered the representations of the Landlords which had been lodged prior to the inspection and hearing. We further sought submissions on matters arising from the inspection. We noted the following oral submissions from the Landlords' representatives:
 - 25.1 During the inspection, the Landlords' agents confirmed that they had already noted the downlighter in the kitchen recess that was not working. They said it had been checked and a new transformer was required, which would be instructed. During the Hearing, the agents stated that their contractor was now formally instructed both to fit the transformer to the light in the kitchen, as well as check and repair as necessary the light in the en-suite.
 - 25.2 During the Hearing, the agents stated that a contractor had been instructed since the inspection to make any necessary repair to the cracks and dent in the bath. The contractor had been engaged by them before and was found to have been able to repair bath enamel issues successfully.
 - 25.3 From the application papers, and the parties' submissions, it was clear that parties were agreed that mice had been found within the Property and that this had occurred over a number of years. What was not agreed between the parties was the duration, and whether the Landlords had always been

informed of sightings. The Landlords' written submissions relied on the Tenants' submissions where it was suggested that the Tenants had taken their own pest control steps at times. Also, in oral submissions, the Landlords stated that at one visit by pest control, droppings were found but determined by the pest controllers to be "old" and that the Tenants had confirmed that no mice had recently been found in any traps. Leaving aside any dispute between the parties as to the duration and magnitude of the issue, the unclear position before us was consistent with the Landlords' submissions on the subject. Mr Macleod described the presence of mice as "a head scratcher" and "the strangest case I've come across". The Landlords' agents submitted that the common areas, and particular the bin store, for the block were kept very clean and well-maintained, and they had no adverse comments as to how the Tenants had maintained the interior of the Property. As a result, the presence of mice within the Property was unexpected. Further, the Landlords' agents provided oral submissions that they knew of no other flat which had reported mice, and that the factor had no reports of them in the block. In addition, the factor had pro-actively sought instructions from other proprietors in the block to carry out pre-emptive pest control, but none had wished that undertaken. This, notwithstanding, as it was accepted that mice had been present in the Property, the Landlords' agents provided submissions on the steps taken in regard to the Property, including their own inspections of the interior and common areas to identify risk factors, providing advice to the Tenants as to mitigation, the steps to identify points of access, and the use of traps. The assumed points of access in the kitchen were the holes in the dry-walling from the original construction of the block, but these were inaccessible to contractors. The Landlords had thus instructed a complete replacement of the kitchen units, to include sealing up the potential entry points. The Landlords' position was that appropriate steps had been taken to address any mice and these steps were now successful.

Discussion and Reasons

26. The Tribunal had regard to what it had found at the inspection of the Property and the representations from parties. The Tribunal had regard to the statutory obligations imposed upon a residential landlord to ensure that properties meet the Repairing Standard throughout tenancies.
27. In terms of section 14 of the 2006 Act, a landlord is required to maintain a tenanted property to the Repairing Standard at all times during the Tenancy. Though the Tenancy had now concluded, we issued a Minute of Continuation lest issues continue and may affect future tenants.
28. The Tribunal in a Repairing Standards application, however, considers matters only as at the inspection. We were aware of an application by the Tenants against the Landlords for damages (referred to within the Tenants' submissions) which was currently progressing. We make no finding in relation to whether there have been breaches of the Repairing Standards, or any other provision of the Tenancy by either party, prior to 13 August 2026.

29. The Tribunal determines that, in all respects raised in the application, as at the date of the inspection the Landlords have complied with the Repairing Standard and that it is not appropriate to make a RSEO.
30. Specifically, we would comment:
- 30.1 The Property had been empty of people (and thus food) for over a month but we are able to judge only from what we can see at the inspection. Though the Tribunal are not experts in pest control or identifying potential infestation, we saw no signs of droppings within the flat, or any other obvious evidence of mice infestation (such as chewed or disrupted cables, or chewed or disrupted items in the cupboards). Specifically, we opened kitchen cupboards and the walk-in cupboards, and used torches to consider dark corners and edges as part of our inspection. We accepted the Landlords' submissions on the steps taken and adjudged that the matter was currently addressed with no breach of the Repairing Standard. If mice are detected in future, this does not prejudice the then-tenant raising such matters.
- 30.2 In both the rooms where lights were not fully working, there remained sufficient lighting. We held there was no breach of the Repairing Standard. The principal complaints in the application were of downlighters with exposed wiring, but no such wants of repair were present at the inspection. We further accepted the Landlords' submissions on the repairs now instructed to ensure that all lights worked.
- 30.3 There was no evidence to suggest that any part of the cracking or the dent had resulted in the bath leaking. The Landlords accepted the damage was intimated as part of the application but not addressed prior to the inspection. We accepted the Landlords' submission that a repair was now instructed. There was, however, no evidence of a breach of the Repairing Standard or that the bath could not be used normally despite the damage.
- 30.4 We accepted that our inspection was not capable of confirming whether all issues with the electrics and appliances were resolved. Specifically, it would be impossible for us to confirm or exclude the possibility of an intermittent fault with the washing machine. We accepted the Landlords' submission that inspection of appliances had occurred, and that no issues could be identified as still present. We thus adjudged that any issues with the electrics or appliances had been addressed as at the time of the inspection with no breach of the Repairing Standard. If issues arise in future, this does not prejudice the then-tenant raising such matters.

Determination

31. In all the circumstances, and having not found that the landlord has failed to comply within the duty imposed by section 14(1)(b) of the 2006 Act as at the date of the inspection, we are satisfied to make no order in this application.
32. Within the application papers, the Tenants made reference to seeking a rent relief order. As no RSEO is being made, no rent relief order may arise in this application and none is made. (This decision is without prejudice to the Tenants'

right to pursue damages or rent abatement in their separate application if merited.)

Right of Appeal

In terms of section 46 of the Tribunals (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.

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.

JOEL CONN

13 August 2026

Legal Member/Chair

Date



Property Address

Flat 2/1
90 Great George Street
Glasgow
G12 8RY

Case Reference

FTS HPC RP 25 5045



Schedule of Photographs taken during the
inspection by tribunal members on 13 August
2026



1. General view of kitchen recess



2. General view of floor to kitchen recess



3. General view of living room



4. Ceiling of utility cupboard off hallway



5. Ceiling of other cupboard off hallway



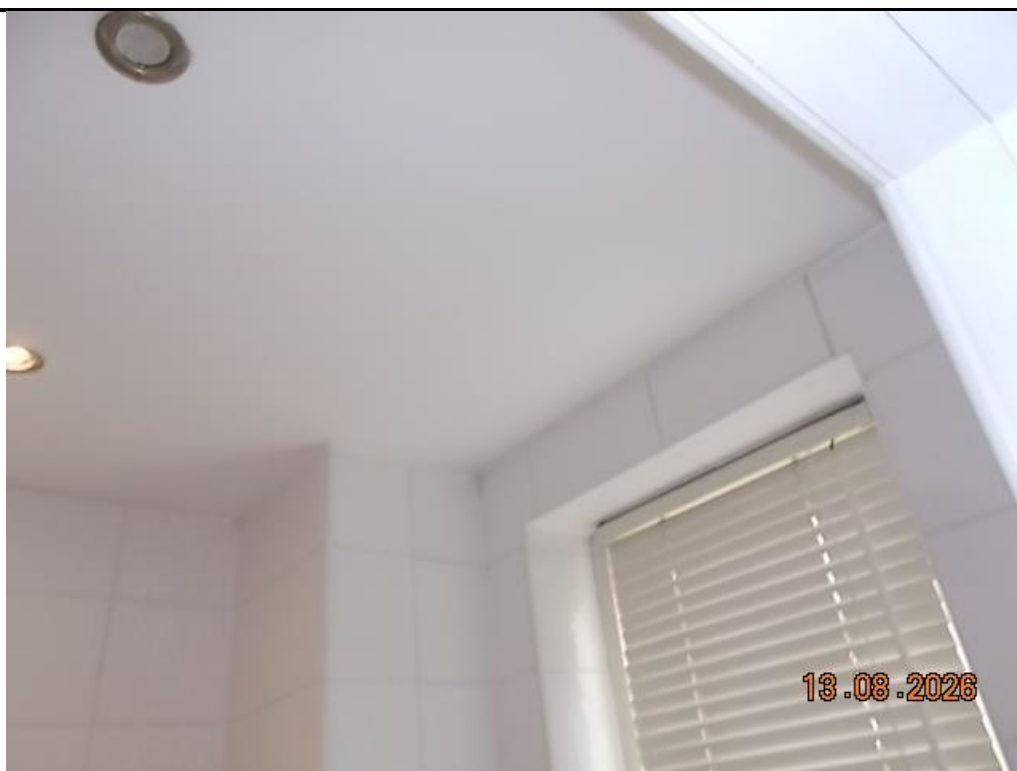
6. Ceiling of family bathroom



7. Ceiling of family bathroom



8. Ceiling of en-suite



9. Ceiling of en-suite



10. Sealants around shower tray in en-suite



11. Panel below shower tray in en-suite



12. Bath panel in family bathroom



13. Bath panel in family bathroom



14. Bath in family bathroom