



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

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

Chamber Ref: FTS/HPC/RT/24/5630

Title Number: GLA67144

467 Drumoyne Road, Glasgow, G51 4DD (“the Property”)

Parties:

Glasgow City Council, 231 George Street, Glasgow, G1 1RX (“the Third Party Applicant”)

Patrick Duffy, 44 Priory Avenue, Paisley, PA3 4NR (“the Landlord”)

Lorraine Morrison, 467 Drumoyne Road, Glasgow, G51 4DD (“the Tenant”)

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 Repairing Standard Enforcement order (“RSEO”) dated 8 August 2025, determined that the Landlord has failed to comply with the RSEO.

Background

1. By application dated 9 December 2024, the Third Party applied to the Tribunal in terms of Section 22 of the Housing (Scotland) Act 2006. The Third Party stated that the Landlord had failed to meet his obligations in terms of the Act by failing to ensure that the property meets the repairing standard.
2. The parties were notified that the Tribunal would inspect the property on 28 July 2025 at 10am and that a hearing by telephone conference call would take place on the same date at 12 noon. The Third Party Applicant notified the Tribunal that they would not attend. The Tribunal issued a direction which required the Landlord to provide a copy of a current Gas Safety certificate and EICR for the

property. He did not respond or provide the documents

3. The Tribunal attended at the property on 28 July 2025. Access was provided by Mr Findlay, a friend of the Tenant. The Tenant was not present. Neither the Third Party Applicant nor the Landlord attended. The teleconference hearing took place at 12 noon. Only the Landlord participated.
4. Following the hearing the Tribunal determined that the property did not meet the Repairing Standard. A written decision with statement of reasons and RSEO were issued to the parties on 29 August 2026. In terms of the RSEO, the Landlord was required, within eight weeks of intimation of the RSEO to do the following: -
 - (a) Install interlinked smoke and heat detectors at the property which comply with current regulations and guidance.
 - (b) Replace the defective bathroom lights.
 - (c) Provide a current Electrical Installation Condition Report (EICR) and Portable Appliance Test (PAT) certificate (if applicable) for the property from a SELECT, NICEIC OR NAPIT accredited electrician containing no category C1 or C2 items of disrepair, which also confirms that smoke and heat detectors have been installed at the property in accordance with Scottish Government guidance.
 - (d) Replace the defective bathroom radiator.
 - (e) Provide a current gas safety record from a Gas Safe registered engineer which refers to the provision of carbon monoxide detection and details the condition of the boiler.
 - (f) Replace the toilet flush button and shower screen in the bathroom.
 - (g) Carry out all necessary treatment/repairs to ensure that the property is free from damp and mould.
 - (h) Replace the damaged bathroom window handle and glazing to top hung section of the kitchen window.
 - (i) Repair or replace the damaged and defective front door and lock.
 - (j) Carry out all necessary repairs to the roof, roughcast and brickwork at the property to ensure that they are in a reasonable state of repair.
 - (k) Carry out all necessary repairs to all rainwater goods at the property to ensure that they are in a reasonable state of repair and proper working order.
5. The parties were notified that the Tribunal would carry out a re-inspection of the property on 11 February 2026. The Tribunal attended. Neither the Landlord nor the Third Party were present, and the Tribunal was not provided with access. A further re-inspection was arranged for 6 May 2026. The parties were notified.

The Tribunal attended. Neither the Landlord nor the Third Party were present, and the Tribunal was not provided with access to the property. A re-inspection restricted to the external parts of the property was carried out.

6. Following the re-inspection, a re-inspection report and direction were issued to the parties. These were sent by recorded delivery to the Landlord but returned by Royal Mail marked "addressee gone away". Previous correspondence issued to the Landlord at the address provided had been delivered successfully. The Tribunal administration attempted to contact the Landlord by email and telephone, without success. The Third party notified the Tribunal that they could not provide alternative contact details.

The re-inspection

7. The Tribunal noted the following: -
 - (a) Due to lack of internal access, the Tribunal was unable to establish whether the Landlord has installed smoke and heat detectors in the property, replaced the defective bathroom lights, bathroom radiator, toilet flush button, shower screen, and damaged bathroom window handle. The Landlord has not submitted receipts or other evidence that this work has been carried out.
 - (b) Due to lack of internal access, the Tribunal was also unable to establish whether the Landlord has carried out work to eradicate damp and mould at the property. The Landlord has not submitted a report, invoice or other evidence this work has been carried out.
 - (c) The Landlord has not submitted a current EICR or PAT certificate.
 - (d) The Landlord has not submitted a gas safety record.
 - (e) The Tribunal was able to inspect the kitchen window from outside the property and noted that the glazing in the top hung section is still cracked.
 - (f) The front door and lock have not been replaced and there is no external evidence of any repair work.
 - (g) The roof, roughcast and brickwork are in the same condition as at the previous inspection. There is no evidence of any repairs having been carried out.
 - (h) The rainwater goods are in the same condition as at the previous inspection. There is no evidence of any repairs having been carried out

Findings in Fact

8. The glazing in the top hung section of the kitchen window is cracked. The Landlord has not repaired or replaced the window.

9. There is a gap between the front door and the door frame and a defective lock and hinge on the door. The Landlord has not repaired or replaced the door.
10. There are missing and damaged roof and ridge tiles and broken sections of gutter. The Landlord has not repaired the damaged roof or gutters.
11. There are areas of render and brickwork at the rear of the property which are missing or damaged. The landlord has not repaired the render and brickwork.
12. The Landlord has not provided the Tribunal with a current gas safety record, EICR or PAT certificate for the property.

Reasons for Decision

13. The Tribunal did not get access to the inside of the property although the parties and the tenant had been notified of the date and time of the re-inspection and advised that access was required. Neither party lodged any information with the Tribunal about the condition of the property. The re-inspection was therefore restricted to the exterior of the property. The Tribunal was unable to establish whether the Landlord has complied with parts 1, 2, 4, 6, 7 and the first requirement of part 8 of the RSEO.
14. Based on the re-inspection of the exterior of the property the Tribunal was able to establish that the Landlord has failed to comply with parts 9, 10 and 11 and the second requirement of part 8 of the RSEO. The Landlord has also failed to provide a gas safety record (part 5) and EICR and PAT certificate (part 3). The Landlord also failed to provide these documents in response to a direction previously issued by the Tribunal.
15. Based on the available evidence the Tribunal is satisfied that the Landlord has failed to comply with the RSEO.
16. The Tribunal notes that the failure to provide a suitable EICR (which also confirmed that the property has satisfactory provision for detecting fires and giving warning in the event of a fire or suspected fire) and a Gas Safety Record in acceptable terms raises serious health and safety concerns in relation to the property and that the Landlord has had a considerable period to address this issue. The Tribunal also notes that the Landlord has failed to comply with other parts of the Order. In the circumstances, the Tribunal is satisfied that a Rent Relief Order ("RRO") should be issued.
17. Section 27(1) of the Housing (Scotland) Act 2006 states, "A rent relief order is an order by the First-tier Tribunal which reduces the rent payable under the tenancy in question by such amount (not exceeding 90% of the rent which would, but for the order, be payable) ...".
18. There can be a number of mitigating and aggravating factors which a tribunal can take into account in determining the correct percentage to apply in any particular case. In the present case there are no mitigating factors. Aggravating factors include the landlord's failure to respond to directions issued by the

Tribunal and engage with the tribunal process since the RSEO was issued. The serious health and safety implications are a further aggravation.

19. Whilst there is no obligation to take account of decisions in other cases where the First-tier Tribunal has determined that there has been a failure to comply with a RSEO, they can be of assistance and foster a consistency of approach. A number of RROs at 90% have been issued in recent cases, particularly where there has been a lack of engagement on the part of the landlord.
20. In this particular case, as the Tribunal has been unable to determine whether the Landlord has complied with the RSEO in relation to the internal work specified in the Order, the maximum rent reduction would not be appropriate. It is also noted that the Third Party Applicant has made no representations on the subject of an RRO. After balancing the various factors, a RRO for 50% of the rent is considered appropriate to reflect the gravity of the situation.

Decision

21. The Tribunal determined that the Landlord has failed to comply with the RSEO dated 8 August 2025.
22. The Tribunal issued a RRO, reducing the rent payable by the Tenant by 50%.
23. 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.

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.

JOSEPHINE BONNAR

Josephine Bonnar, Legal Member

28 June 2026