

Housing and Property Chamber

First-tier Tribunal for Scotland



Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber)

(Hereinafter referred to as “the Tribunal”)

Under Section 24(1) of the Housing (Scotland) Act 2006 (“the Act”)

Case Reference Number: FTS/HPC/RP/26/0660

Re: 1/1 43 Curzon Street, Glasgow, G20 9HD, being part of the subjects described in Lease by the Corporation of the City of Glasgow to Scottish Garden City Housing Society Limited dated Aug. 11 and 17 1961 and registered Aug 19 1961 (Search Sheet Glasgow 89236) (“the house”)

The Parties:-

Mr Chris Murphy, residing at the house (“the tenant”)

Scottish Garden City Housing Society Ltd (otherwise known as Veterans Housing Scotland), having its registered address at 3 Redheughs Rigg, Edinburgh, Lothians, EH12 9DQ (“the landlord”)

Tribunal Members:

Sarah O'Neill (Legal Member) and Nick Allan (Ordinary (Surveyor) Member)

Decision

The tribunal, having made such enquiries as it saw fit for the purposes of determining whether the landlord has complied with the duty imposed on it by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the house, and taking account of all the available evidence, determines that the landlord has failed to comply with the said duty. The tribunal therefore issues a Repairing Standard Enforcement Order. The tribunal’s decision is unanimous.

Background

1. By application received on 10 February 2026, the tenant applied to the tribunal for a determination that the landlord had failed to comply with its duty under Section 14(1) of the Act.

2. In his application, the tenant stated that he believed the landlord had failed to comply with its duty to ensure that the house met the repairing standard as set out in section 13(1) (a) and (b) of the Act. His application stated that the landlord had failed to ensure that:
 - the house is wind and watertight and in all other respects reasonably fit for human habitation
 - 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
3. The tenant complained in his application form that the render on the outside of the building needed to be repaired. He said that the landlord had carried out repairs on other buildings which it owned in the area and that it had inspected the building but had still not arranged the required repairs. He said that there was exposed brickwork which was now causing penetrating damp in the house.
4. On 19 March 2026, a notice of acceptance of the application was issued by a Convener with delegated powers of the Chamber President. An inspection and hearing were arranged for 21 July 2026.
5. The parties were invited to submit written representations no later than 24 June 2026. Written representations were received from the tenant on 8 June 2026 and from the landlord's solicitor on 24 June and 14 July 2026.

The inspection

6. The tribunal inspected the house on the morning of 21 July 2026. The weather conditions at the time of the tribunal's inspection were warm and sunny. The tenant was present and allowed the tribunal access for the inspection. The landlord was represented at the inspection by Mr Ward Linney, Clerk of Works, Veterans Housing Scotland.
7. Photographs were taken during the inspection. These are attached as a schedule to this decision.

The house

8. The house is a first (top) floor flat within a block of four cottage flats, which is around 60 years old. The house comprises three bedrooms, living /dining room, kitchen, bathroom and hallway.

The hearing

9. Following the inspection, the tribunal held a hearing at Glasgow Tribunals Centre, York Street, Glasgow.
10. The tenant was present at the hearing and represented themselves. Mr Stephen Elliot, Deputy Chief Executive of Veterans Housing Scotland was present on behalf of the landlord. The landlord was represented by Ms Lauren Smith of Brodies LLP solicitors.

The evidence

11. The evidence before the tribunal consisted of:
 - The application form submitted by the tenant.
 - Notification email from the tenant to the landlord relating to the outstanding repairs issues, dated 14 February 2025.
 - Various text/WhatsApp messages from the tenant to the landlord regarding the repairs issues dated between 1 April 2020 and 28 January 2025.
 - Register of Sasines search sheet (Glasgow no: 89236) relating to the house.
 - Landlord registration details relating to the house.
 - Written representations received from the tenant on 8 June 2026.
 - Written representations received from the landlord's solicitor on 24 June and 14 July 2026.
 - The tribunal's inspection of the house.
 - The parties' oral representations at the hearing.

Summary of the issues

12. The issue to be determined was whether the house meets the repairing standard as set out in Section 13 of the Act, and whether the landlord has complied with the duty imposed by section 14 (1) (b).

Findings in fact

13. The landlord is a military charity which provides rental homes for disabled veterans. The charity's operating name is Veterans Housing Scotland.
14. The landlord is the lessee of the ground on which the block of cottage flats within which the house is situated are built, in terms of a lease between the City of Glasgow Corporation and the landlord dated 11 and 17 August 1961 and registered on 19 August 1961. The landlord also owns three other blocks

of cottage flats on Curzon Street, known as 51 Curzon Street, 61 Curzon Street and 65 Curzon Street. Each block comprises four 3-bedroom homes.

15. The landlord is the registered landlord for the house.
16. The parties entered into a private residential tenancy relating to the house, which commenced on 22 June 2019.
17. The tenant notified the landlord of the required repairs on various occasions between 1 April 2020 and 14 February 2025.
18. The landlord intends to carry out a programme of repair works to the four blocks in Curzon Street, which includes the house. These repairs works include: (i) replacement of all UPVC windows; (ii) replacement of front and rear doors; (iii) stripping and re-tiling roofing works on three of the four blocks of flats (but not including the block in which the house is located, as its roof is in good condition); (iv) replacement of rainwater goods; (v) removal and replacement of external render; (vi) external painting; (vii) replacement of flue liners; (viii) installation of new intercom and access control systems; (ix) associated joinery and decorations; and (x) full scaffolding to all elevations.
19. The landlord is reliant upon a Scottish Government grant to part-fund the repairs but required Scottish Government consent before funds could be allocated and released. The Scottish Government awarded the landlord a grant in 2013 for the construction of 38 affordable, new build homes. By 2023, it was no longer financially viable for the landlord to deliver these new build homes due to rising costs and global economic events. Repairs to existing properties on Curzon Street, including the house, were instead prioritised by the landlord for funding. In July 2024, the landlord applied to the Scottish Government to reallocate the balance of the grant towards external refurbishment of the four blocks of flats on Curzon Street.
20. The Scottish Government approved the landlord's application to reallocate the funding on 24 April 2026. In anticipation of the Scottish Government's approval, the landlord's building consultants and project managers issued a tender for the repair works on 13 November 2025. The landlord has accepted a tender from MPMH Construction Limited to carry out the repairs.
21. The landlord expects the repair works to commence in August 2026 and to be completed by December 2026.
22. The landlord accepts that the render would benefit from refurbishment and repair.

23. At its inspection, the tribunal carefully checked the items which were the subject of the complaint. The tribunal observed the following:

- a) There were some signs of mould in the corners around the window frame in one of the front bedrooms.
- b) Dampness readings were taken around the window but no signs of damp were found. There was no evidence of penetrating dampness within the property.
- c) The exterior of the front elevation of the building was in reasonable order.
- d) There were areas of render missing on the gable wall and rear elevation of the building. The render was thinly coated, over-painted and had failed in places.
- e) There was vegetation growing in places on the gable wall where the brickwork was completely exposed.
- f) There was a tarpaulin held up by wooden batons covering part of the rear elevation where the brickwork has been exposed.
- g) The rainwater goods are in need of repair or replacement and would need to be removed completely to facilitate a full re-render.
- h) There were no stains on the exterior of the property, but there were signs that the render had been patched, repaired on several occasions previously.

Reasons for decision

24. In making its decision, the tribunal carefully considered all of the evidence before it. In doing so, it applied the civil burden of proof, which is the balance of probabilities.

25. The tribunal observed during its inspection that there were areas of render missing on the gable wall and rear elevation of the building. The render was thinly coated, over-painted and had failed in places. There was vegetation growing in places on the gable wall where the brickwork was completely exposed. There was a tarpaulin held up by wooden batons covering part of the rear elevation where the brickwork has been exposed.

26. Internally, there were some signs of mould in the corners around the window frame in one of the front bedrooms. Dampness readings were taken around the window but no signs of damp were found.

27. The tenant told the tribunal that he had first reported the render issues to the landlord in April 2020. Initially there was just a small patch missing, but it had got worse over time because it had not been addressed. He had repeatedly reported the matter, and had told the landlord that it was getting worse. The landlord had put up the tarpaulin, which was still present.

28. He said that each year when there were storms, especially in winter, parts of the render would fall off and he had to clear it up. He was concerned that the situation was getting worse and could lead to dampness inside the house.
29. He had become aware that the landlord was carrying out repairs to other properties in two other areas. In 2022, he had been told that the works required in Curzon Street were a priority and would be carried out next. They had still not been done, however.
30. He had asked the landlord's Chief Executive Officer to come out and see the house several times, but he had not done so. The Chief Executive had been due to visit him in June 2026, but had cancelled at the last minute because he was unwell. When he had made the application to the tribunal, the landlord had asked him not to continue with it. He was concerned about the poor communication from the landlord, despite his efforts to get them to address the repairs. He felt that the landlord had not responded to his concerns.
31. Mr Elliot told the tribunal that the landlord had carried out a stock condition survey in 2018. This had highlighted a number of properties which required essential works. Two other renovation projects which had been identified as priorities had recently been completed. The landlord is a charity, and its only income is the rent paid by its tenants. The major programme of works could not be carried out until the Scottish Government had agreed to it. It had taken some time for this consent to be granted.
32. In the meantime, ongoing repairs had been carried out, funded from the landlord's reactive maintenance budget. The landlord always tried to communicate well with its tenants, and he was sorry if the tenant felt this had not happened. He said that the Chief Executive had to cancel his planned visit to see the tenant last month due to illness. Mr Elliot been asked to attend instead, and had tried to do so, but the tenant had told him he only wanted to speak to the Chief Executive.
33. He explained that repairs in other blocks may have been prioritised due to the need for urgent works, which may not have included roughcasting. He accepted that this may not have been clearly explained to the tenant. He said that he believed the contract for the Curzon Street works would be signed later that week.
34. Ms Smith confirmed that the works were expected to start in late August and finish in December 2026. She asked the tribunal to take the proposed timescale for the works into account in the event that it decided to make a Repairing Standard Enforcement Order.

35. The tenant indicated that he was satisfied that the repairs were due to be carried out in the coming months.
36. The tribunal noted that, while the landlord did not necessarily accept that the render did not meet the repairing standard, it clearly acknowledged that the render would benefit from refurbishment or repair. Removal and replacement of the external render on the Curzon Street blocks, including that within which the house is situated, is included as part of the programme of works due to be carried out in the near future.
37. While the tribunal had not identified any signs of internal dampness within the property, it determines that at the time of its inspection, the house was not wind and watertight. Rain was already affecting the exposed brickwork as a result of roughcast failure all over the building. In the opinion of the tribunal's specialist surveyor member, if the render issues are not addressed, these will eventually also lead to internal dampness, water damage to the exposed brickwork and a complete failure of the remaining bonded roughcast.
38. While these were not specifically included in the tenant's application, the tribunal also observes that the external downpipes and gutters require attention.
39. The tribunal also determined that at the time of its inspection, the structure and exterior were not in a reasonable state of repair and in proper working order.
40. The tribunal accepts that the landlord intends to do the works in the coming months, now that the funding has been approved. It has therefore framed the accompanying RSEO to include a timescale which fits with the anticipated programme for the works to be carried out.

Summary of decision

41. On the basis of all the evidence before it, the tribunal determined that the landlord had failed to comply with the duty imposed by section 14(1) (b) of the Act. In particular, the landlord has failed to ensure that the house meets the repairing standard in that: 1) the house is not wind and watertight and otherwise reasonable fit for human habitation and 2) the structure and exterior of the house is not in a reasonable state of repair and in proper working order.
42. The tribunal therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the Act.
43. 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.

44. 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.

Signed.....Date . 4 August 2026
Sarah O'Neill, Chairperson