

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

Reference number: FTS/HPC/RT/25/5044

Re: Property at 2/1 19 Bridge Street, Glasgow, G5 9JB (“the Property”)

The Parties:

Ms Cristina Nascimento (“the Tenant”)

Mr Gordon Happer, 2/2, 226 Wilton Street, Glasgow, G20 6BJ (“the Landlord”)

Glasgow City Council - Neighbourhood, Regeneration & Sustainability Service (PRS), 231 George Street, Glasgow, G1 1RX (“the Third Party Applicant”)

Title Number: GLA144014.

Tribunal Members:

Andrew McLaughlin (Legal Member) and Andrew McFarlane (Ordinary Member)

Decision

[1] 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 had 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 failed to comply with the duty imposed by Section 14 (1) (b) of the Act, and has determined to make a Repairing Standard Enforcement Order (“RSEO”).

Background

[2] The Third-Party Applicant seeks a determination that the Landlord has failed to comply with his duty under Section 14 (1)(b) of the Act in that the Property does not meet the Repairing Standard in respect of the following paragraphs of Section 13 (1) of the Act:

13 (1) (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.

13 (1) (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

13 (1) (e) Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed

*13 (1) (h) (1) The house meets the tolerable standard.
(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] The Application narrated the following principal issues. Number 5 and 6 were added in after the initial submission of the Application.

1. *Bathroom ceiling light fitting- exposed to water ingress.*
2. *The windows throughout the Property.*
3. *The wardrobe doors.*
4. *The Flooring in the kitchen*
5. *Issues with the washing machine and drainage system*
6. *The oven electrics*

[4] The Application was submitted with a copy of the tenancy agreement and email correspondence between the Tenant, the Third-Party Applicant and the Landlord.

[5] The Tribunal intimated to all parties that they would inspect the Property on 11 August 2026 at 10am and a Hearing would be held by conference call at 2pm on the same date.

The Inspection

[6] The Tribunal carried out the inspection in the presence of the Tenant. The Landlord and the Third-Party Applicant did not attend. The Tribunal inspected all relevant aspects of the Property.

The Hearing

[7] Nobody then joined the call for the Hearing. The Tenant had sent in an email explaining that she did not want to participate in the Hearing. There was no explanation for the non-attendance of either of the other two parties. The Tribunal decided to proceed in the absence of the parties.

[8] Having considered the evidence, the documentation before the Tribunal and the Tribunal's own findings at the inspection, the Tribunal makes the following findings in fact.

Findings in Fact

1. *The parties entered into a tenancy agreement in terms of which the Landlord let the Property to the Tenant by virtue of a Private Residential Tenancy Agreement which commenced on 1 February 2020.*
2. *The Property is generally in an acceptable standard subject to two matters that require to be addressed.*
3. *The tape sealing the sash to the frame on the two windows in "bedroom two" needs to be removed. The seals between the sash and the frame need to be repaired or replaced and the operating system mechanism needs to be overhauled or replaced to leave the windows wind and watertight and in a reasonable state of repair and in proper working order.*
4. *The mirrored wardrobe doors in bedroom two require to be repaired or replaced.*
5. *The Landlord appears to have resolved the electrical issues affecting the oven.*
6. *The flooring in the kitchen is not unsafe and does not represent a trip hazard. There is no structural issue with the kitchen flooring.*
7. *There is no evidence of current water ingress in the bathroom light fitting.*
8. *There is no evidence of any ongoing drainage issue affecting the washing machine.*

Reasons for Decision

[9] Having made the above findings in fact, the Tribunal considered that the Property did not meeting the Repairing Standard. The Tribunal therefore made a Repairing Standard Enforcement Order.

The terms of the order are that the Landlord must:

[1] Remove the tape sealing the sash to the frame on the two windows in Bedroom two and then repair or replace the seals between the sash and frame and overhaul or replace the operating mechanism all to leave the windows wind and watertight and in a reasonable state of repair and in proper working order.

[2] Remove, repair or replace the mirrored wardrobe doors in Bedroom two to leave in a reasonable state of repair and in proper working order.

[10] The Landlord has two months to carry out these works.

The decision of the Tribunal is unanimous

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 them.

A_McLaughlin
Legal Member/Chair

11 August 2026
Date