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) in terms of Section 24(1) of the Housing (Scotland) Act 2006 ("the 2006 Act")

Reference number: FTS/HPC/RP/26/0305

Re: 1/2, 456 Victoria Road, Glasgow, G42 8YU ("the Property")

The Parties:
Mrs Jean Thomson ("the Tenant")
Ms Maria Lander, Mr Peter Large ("the Landlords")

Tribunal Members :

Alastair Houston (Legal Member); Carol Jones (Ordinary Surveyor Member)

Decision

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 Act") in relation to the Property in that the Property does not meet the Repairing Standard in respect of Section 13(1)(a), (c), (d) and (h) of the 2006 Act. The Tribunal therefore issues a repairing standard enforcement order. The decision is unanimous.

1. Background

1. This is an application dated 16 January 2026 whereby the Tenant sought a determination that the Landlords had failed to comply with their duties under section 14 of the 2006 Act. In particular, the Tenant alleged that the Property did not meet the following requirements under the 2006 Act:-

    - *the house is wind and water tight and in all other respects reasonably fit for human habitation,*
    - *any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order,*
    - *the house meets the tolerable standard,*
    - *any common parts pertaining to the house can be safely accessed and used,*
    - *the house has satisfactory provision for, and safe access to, a food storage area and a food preparation space, and*
    - *where the house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks.*

2. The Tenant complained that the only provision for heating the Property was by way of a gas fire which was not working. Furthermore, no gas safety check had been carried out since 2023. Finally, the Tenant complained of water ingress to a bedroom within the Property. Copies of text messages and emails between the parties concerning these issues accompanied the application.

3. The application was accepted by the Tribunal and a notice of acceptance dated 31 March 2026 issued. An inspection and hearing was fixed for 3 September 2026 which was intimated to the parties.

2. The Inspection

2.1 The inspection of the Property took place on 3 September 2026. The Tenant's husband provided access to the Tribunal as the Tenant was at work. The Landlords were not present.

2.2 The Property is located in the Govanhill district of Glasgow, situated around 2.5 miles south-west of the city centre and in an area of mixed commercial and residential properties. It is a large first floor, three bedroom flat in a traditional four storey tenement building with shops to the ground floor. A schedule of photographs taken during the inspection is produced alongside this decision. During the inspection, the Tenant's husband advised that the gas fire in the living room was not working. The Tribunal observed that there was no other provision for heating the Property. The Tenant's husband advised that the issue of water ingress had now been resolved and the tribunal found no evidence of ongoing water ingress around the window in the front bedroom.

2.3 The Tribunal also noted that there was no smoke detector in the hallway. The carbon monoxide detector did not appear to be correctly fixed to the wall in the living room as it is resting on the top of a cupboard door frame. The Tenant's husband demonstrated that the smoke and heat detectors installed in the living room and kitchen appeared to be working and were interlinked.

3. The Hearing

3.1 The hearing took place at Glasgow Tribunals Centre, on 3 September 2026. The Tenant and her husband attended. The Landlords were neither present nor represented. Given that notice of the hearing had been given to the Landlords, the Tribunal considered it appropriate to proceed in their absence, as permitted by the Chamber Rules.

3.2 The Tribunal first considered the complaint of the alleged water ingress in the front bedroom and the tenant confirmed this was no longer an issue. The tribunal then considered the issue of the gas fire. The Tenant advised that the gas fire had been installed around 8 or 9 years ago. It had stopped working in August 2025. The Tenant had reported this verbally on 18 August 2025. No steps were taken by the Landlords and the Tenant contacted them on 5 October to raise the issue again and also queried whether a gas safety check would be carried out. A tradesperson

thereafter attended and advised there was likely a gas leak. The Tenant believes this was repaired. Another tradesman thereafter attended and advised that the gas fire was not safe to use but the tribunal noted there was no warning notice on the appliance. The Tenant was not provided with any identification by the person attending. The Tenant sought further updates on a repair on 23 October and 30 October and again on 11 January 2026 when the issue of water ingress was raised. No further efforts at repair were carried out. The only works carried out were renovations to the kitchen and bathroom which had begun but were incomplete.

3.3 The Tenant advised she and her husband had resided at the Property for 41 years. The Property had never had a fixed heating system. There was previously a gas fire within the kitchen however, this had been removed. Even when the gas fire in the living room was operating the Property could not be adequately heated during cold spells. The Tenant required to use additional portable Calor gas heaters and purchase electric blankets to keep warm during such periods.

3.4 The Tenant advised that she had removed the smoke detector in the hallway when it ceased to work. She intended to replace it. The issue with water ingress had been resolved and that was no longer insisted upon. Accordingly, the Tribunal did not consider that further.

4. Findings In Fact

4.1 The tenancy between the landlords and the tenant was ongoing at the time of the application being made and the inspection and hearing.

4.2 As at 3 September 2026, there was no water ingress to the Property.

4.3 The gas fire installed within the living room of the Property is inoperable. Notification of this was first given by the Tenant to the Landlord on 18 August 2025.

4.4 There is no other fixed heating provision within the Property.

4.5 There was no valid Gas Safety Record in force as at 3 September 2026.

4.6 The Property lacks a working smoke detector in the hallway.

4.7 The carbon monoxide detector installed in the living room is not fixed securely to the wall.

5. Reasons For Decision

5.1 Given what was observed and said during the inspection and hearing, the Tribunal only considered the complaint as it related to the gas fire within the Property and the lack of a gas safety record. The Tribunal also considered the wider lack of heating provision given that notification of this had been given to the Landlords and formed part of the application. The Tenant had been without any form of heating provision for over 12 months. The Tribunal considered the gas fire to constitute a fixture within the Property. In the absence of any heating provision,

the Tribunal considered that the Property clearly did not meet the tolerable standard in terms of section 86(1)(c) of the 1987 Act , nor could it be said to be reasonably fit for human habitation.

5.2 In terms of the missing smoke detector in the hallway and the carbon monoxide detector, the Tribunal considered that these also failed to meet the tolerable standard in terms of section 86(1)(j) and (k) of the 1987 Act. The Tribunal referred to the guidance issued by the Scottish Government setting out what constituted satisfactory provision for detecting and giving warning of fire and carbon monoxide. The guidance requires a smoke detector in the hallway and the carbon monoxide detector to be ceiling or wall mounted between 1 and 3 metres from the gas fire in the living room.

5.3 The Respondents have failed to comply with their duties under sections 14(1)(b) and 13(1)(a), (c), (d) and (h) of the 2006 Act. The Tribunal is therefore required to make a repairing standard enforcement order under section 24(2) of the 2006 Act. The Tribunal was mindful of the extent of the work however, considered the lack of heating provision to represent a serious breach of repairing standard. The Tribunal considered that a period of two months ought to be allowed for the necessary work to be carried out.

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.

Alastair Houston
Legal Member
21 September 2026