



**DECISION AND STATEMENT OF REASONS OF JAMES BAULD, LEGAL
MEMBER OF THE FIRST-TIER TRIBUNAL WITH DELEGATED POWERS OF
THE CHAMBER PRESIDENT**

Under Rule 8 of the First-tier Tribunal for Scotland Housing and Property
Chamber Rules of Procedure 2017 ("the Procedural Rules")

in connection with

Case reference FTS/HPC/RP/26/0149

Parties

Miss Casha Linn (Applicant)

Flat 3/2, 25 William Street, Glasgow, G3 8GW (House)

Background

1. The application was apparently made under Rule 48 of the Procedural Rules being an application for determination of whether a landlord had failed to comply with the repairing standard in terms of the Housing (Scotland) act 2006. The application was accompanied by supporting documentation.
2. By way of emails dated 20 January 2026 a request for further information was sent to the Applicant. The applicant was asked to provide a copy of her tenancy agreement. It was suspected by a legal member of the tribunal that the application may not be competent.
3. The applicant responded promptly and sent a copy of her tenancy agreement. The tenancy agreement submitted by the Applicant discloses that it is a Scottish secure tenancy governed by the Housing (Scotland) Act 2001.

4. On 22 January 2026 the tribunal responded to the applicant by email. The email contained the following:-

“Your application bears to be an application seeking a repairing standard enforcement order in terms of the Housing (Scotland) Act 2006.

In terms of section 22 (1) of the 2006 Act, a tenant may apply to the Tribunal for determination of whether a landlord has failed to comply with the duty to maintain a house to the repairing standard.

The tenancy agreement which you have supplied shows that your tenancy is a Scottish Secure Tenancy and this is a public sector tenancy governed by the Housing (Scotland) Act 2001

In terms of the 2006 Act, the repairing standard applies to “a tenancy of a house let for human habitation unless it is – (a) a Scottish secure tenancy.” (section 12(1)).

The tenancy of the property is a Scottish secure tenancy and the repairing standard therefore does not apply. It is therefore not competent for the tribunal to deal with your application for a determination of whether your landlord has failed to comply with the repairing standard. The repairing standard set out in the 2006 Act does not apply to this tenancy. Other rules apply to your landlord’s duty to maintain your property.

The tribunal accordingly requests that you confirm that you are withdrawing this application. If you do not the tribunal will have no option but to reject the application.”

5. The applicant responded to that email effectively indicating she was not willing to withdraw the application.

DECISION

6. The circumstances in which an application is to be rejected are governed by

Rule 8 of the Chamber Procedural Rules. That Rule provides:-

"Rejection of application

8. —(1) The Chamber President or another member of the First-tier Tribunal under the

delegated powers of the Chamber President, must reject an application if –

- (a) they consider that the application is frivolous or vexatious;*
- (b) the dispute to which the application relates has been resolved;*
- (c) they have good reason to believe that it would not be appropriate to accept the application;*
- (d) they consider that the application is being made for a purpose other than a purpose specified in the application; or*
- (e) the applicant has previously made an identical or substantially similar application and in the opinion of the Chamber President or another member of the First-tier Tribunal, under the delegated powers of the Chamber President, there has been no significant change in any material considerations since the identical or substantially similar application was determined.*

(2) Where the Chamber President, or another member of the First-tier Tribunal, under the delegated powers of the Chamber President, makes a decision under paragraph (1) to reject an application the First-tier Tribunal must notify the applicant and the notification must state the reason for the decision."

7. After consideration of the application, the further information referred to and the correspondence from the Applicant, the Legal Member considers that the application should be rejected on the basis that it would not be appropriate to accept the application within the meaning of Rule 8 (1)(c) of the Procedural Rules.

REASONS FOR DECISION

8. The proposed Respondent is a Housing Association and the tenancy agreement in respect of the Property is a Scottish secure tenancy which is governed by the Housing (Scotland) Act 2001.
9. In terms of the 2006 Act, the repairing standard applies to “a tenancy of a house let for human habitation unless it is – “(a) a Scottish secure tenancy.” (section 12(1)).
10. The tenancy of the property is a Scottish secure tenancy, and the repairing standard does not apply.
11. It is therefore not competent for the Applicant to submit an application for a determination of whether the landlord has failed to comply with the repairing standard. If the applicant has issues with the state of repair of her property, her remedies lie elsewhere. This tribunal has no jurisdiction to intervene in a dispute between a tenant and a landlord in a Scottish secure tenancy

What you should do now

If you accept the Legal Member's decision, there is no need to reply.

If you disagree with this decision:-

An applicant aggrieved by the decision of the Chamber President, or any Legal Member acting under delegated powers, 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. Information about the appeal procedure can be forwarded to you on request.

J Bauld

Mr James Bauld

Legal Member

5 February 2026