

Housing and Property Chamber
First-tier Tribunal for Scotland



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

Determination: Housing (Scotland) Act 2006: Sections 26 and 27

Chamber Ref: FTS/HPC/RP/25/4019

97 Luing, Airdrie, ML6 8ED registered in the Land Register of Scotland under title number LAN104820 (“the Property”)

The Parties:-

Ms Natalie Stocks, 97 Luing, Airdrie, ML6 8ED (“the Applicant” and “the Tenant.”)

Mr Kevin Goodwin, 17 Glendale Avenue, Airdrie, ML6 8DA (“the Respondent” and “the Landlord”)

Tribunal Members:

Mr Martin McAllister, Solicitor (Legal Member) and Mr Andrew McFarlane, Chartered Surveyor (Ordinary Member) (“the tribunal”)

Decision

The tribunal determined:

(One) that the Landord has failed to maintain the Property to the repairing standard as set out in Section 13 of the Housing (Scotland) Act 2006 and

(Two) that a repairing standard enforcement order (RSEO) be made in terms of Section 24 of the Housing (Scotland) Act 2006.

Background

1. By application dated 19 September 2025, the Applicant applied to the Housing and Property Chamber of the First-tier Tribunal for Scotland for a determination of whether the Landlord has failed to comply with the duties imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 as amended (“the 2006 Act”). The application is in terms of Section 22 (1A) of the 2006 Act.

2. The Applicant and the Respondent are parties to a private residential tenancy agreement.
3. The private residential tenancy commenced on 8 May 2024.
4. The application states that the Property does not meet the repairing standard set out Section 13 of the 2006 Act: that it is not wind and watertight and in all other respects reasonably fit for human habitation, that the installations 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 not in a reasonable state of repair and in proper working order, and that the Property does not meet the tolerable standard.
5. The application makes specific reference to the following matters:
 - 5.1 The boiler needs to be replaced.
 - 5.2 A smashed window.
 - 5.3 A hole in the ceiling.
 - 5.4 Dampness in the third bedroom.
6. On 28 November 2025, a Notice of Acceptance was issued by a legal member of the Tribunal acting under delegated powers of the Chamber President.
7. On receiving the Notice of Acceptance and details of the proposed inspection and hearing, the Respondent contacted the Tribunal and explained that he would be abroad and he requested that the inspection and hearing be postponed. This request was refused and he was advised that he could appoint a representative to deal with matters on his behalf and could participate in the hearing by teleconference.

Property Inspection

8. The members of the tribunal inspected the Property on 12 February 2026. The Applicant was present.

Findings on Inspection

9. The Property is a terraced house. The accommodation comprises of a living room, three bedrooms, a kitchen and a bathroom.
10. The central heating boiler is not operational and the Applicant said that it has not been for some time. There is consequently no hot water or heating.
11. There are three broken outer panes in double glazed units in the living room. The Applicant said that some unknown person or persons had broken the windows and that she had reported the matter to the police.

12. There are moderate elevated moisture reading in the third bedroom around the window. There was condensation on the surface of the glass. There was no evidence of mould.
13. The smoke and heat detectors were tested and were operating satisfactorily. There is no carbon monoxide detector situated next to the boiler.
14. There is a hole in the ceiling of the hall cupboard above where the electric consumer unit is situated. The hole is situated immediately below the bathroom and appears to have been caused by a leak.
15. The Applicant said that she did not have an electrical installation condition report ("EICR") for the Property.
16. The Applicant said that she did not have a gas safety certificate for the Property.

Hearing

17. A Hearing was held at Glasgow Tribunal Centre on 12 February 2026. The Applicant had previously intimated that she would be unable to attend because of a medical appointment. The Respondent was not present but had submitted various emails to the Tribunal.
18. The tribunal considered the representations of the Respondent which were contained in emails dated 21 January, 3 February and 11 February 2026.
19. The Respondent makes reference to the Applicant not paying rent since around April 2025 and requested that this be considered at the same time as the application in respect of the repairing standard. He said that the non payment of rent had presented financial difficulties for him because he still had the mortgage to pay. The representations also state that there had been complaints about the condition of the garden in the Property.
20. The Respondent stated that he has a contract with Gas Sure and that, in the past, the Applicant has called them to report faults.
21. The Respondent stated that the broken windows in the Property were as a consequence of things happening in the Applicant's personal life. He stated that the windows would have been repaired had the Respondent not stopped paying rent.
22. The Respondent's representations include an assertion that the Applicant has refused access to contractors in the past.
23. The Respondent states that the Applicant has lied and the email of 11 February 2026 sets out various matters in relation to her personal life which it is inappropriate to record in this decision.

24. The Applicant responded on 12 February 2026 refuting matters stated by the Respondent in his email of 11 February 2026. The Applicant denied that she had prevented access to contractors and stated "I had maybe missed a few appointments by mistake but have always rearranged and let trades in."
25. Subsequent to the hearing, the Respondent emailed the Tribunal and stated that the Applicant had not paid rent for a considerable period and referred to the rent being in arrears.

Discussion and Determination

26. In terms of Section 14 of the 2006 Act, a landlord is required to maintain a tenanted property to the repairing standard at all times during the tenancy.
27. The tribunal made no finding in relation to whether the tenant had rent arrears. It had no locus to do so in the context of an application to determine whether a landlord was maintaining a property to the repairing standard. If the Applicant was not paying her rent, the Respondent had options to make appropriate applications to the Tribunal. Non-payment of rent does not remove the obligation of a landlord to maintain a property to the repairing standard during the term of a tenancy.
28. The tribunal also made no finding in relation to whether the Applicant had prevented access to tradespersons. A tenant is obliged, in terms of the tenancy agreement to allow access for work to be done to a property and, in particular, to allow access so that a landlord can maintain it to the repairing standard.
29. The tribunal determined that the elevated moisture readings in the third bedroom were as a consequence of condensation and lack of heating.
30. The tribunal determined that, in a number of respects, the Respondent has failed to maintain the Property to the repairing standard and that it is appropriate to make a RSEO.
31. The Respondent is required to do the following:
 - 31.1 **Produce to the Tribunal a current Gas Safety Certificate for the Property prepared by a suitably qualified gas engineer registered in the Gas Safe Register.**
 - 31.2 **Engage a suitably qualified central heating engineer to inspect the central heating system, including the boiler, radiators and associated plumbing to ensure that it is in a reasonable state of repair, that the system is fully functioning in providing heating and hot water, and thereafter to carry out any necessary repairs.**
 - 31.3 **Supply and fit a carbon monoxide detector in accordance with Scottish Government guidance.**

- 31.4 Investigate and remedy the water leak from the bathroom, and repair the hole in the ceiling of the cupboard.
- 31.5 Replace the broken glazing units in the living room.
- 31.6 Produce a current Electrical Installation Condition Report for the Property. The Report requires to be prepared by an electrician registered with SELECT, NICEIC NAPIT or other accredited registered scheme who is either employed by a firm that is a member of such accredited scheme or is a self-employed member of such a scheme. The Report requires to confirm that the installation is “satisfactory,” has appropriate RCD protection wholly compliant with the repairing standard and has no recommendations in the C1 or 2 category or F1 items for further investigation. It should also include PAT testing in respect of any electrical appliances supplied by the Respondent
32. The Landlord is required to carry out the work required by the RSEO before 22 April 2026.

Reasons

33. The tribunal had regard to what it had found at the inspection of the Property and the representations from parties.
34. The tribunal had regard to the statutory obligations imposed upon a residential landlord to ensure that properties meet the repairing standard throughout tenancies.

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.

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.



Martin J. McAllister,
Solicitor, legal member of the First-tier

Tribunal for Scotland.
24 February 2026