

Housing and Property Chamber
First-tier Tribunal for Scotland



Statement of Decision under Rule 39 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (contained in Schedule Part 1 of the Chamber Procedure Regulations 2017 (SSI No 328), as amended) (“the Procedure Rules”) in relation to an application for review of the Decision of the tribunal dated 23 August 2024

In connection with

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

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

The Parties:-

Ms Natalie Stocks, 97 Luining, 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

(One) The tribunal accepts that the Respondent has requested that its decision of 24 February 2026 be reviewed and that the request is timeous.

(Two) The tribunal, having reviewed its decision to issue a Repairing Standard Enforcement Order (RSEO) requiring the Respondent to carry out repairs to the Property before 22 April 2026, determined to vary the RSEO, in terms of Section 25 (1) of the Housing (Scotland) Act 2006 and to require the Respondent to comply with the RSEO before 30 May 2026.

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 had 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 (1) of the 2006 Act.
2. The Applicant and the Respondent are parties to a private residential tenancy agreement.
3. 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.

Property Inspection and Hearing

4. The members of the tribunal inspected the Property on 12 February 2026.
5. A hearing was held on 12 February 2026 at which neither the Applicant or the Respondent were present.
6. The Respondent had submitted written representations which were considered by the tribunal at the hearing.

RSEO

7. The tribunal determined to make a RSEO in the following terms:
8. The Respondent was required to do the following:
 - 8.1 **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.**
 - 8.2 **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.**
 - 8.3 **Supply and fit a carbon monoxide detector in accordance with Scottish Government guidance.**
 - 8.4 **Investigate and remedy the water leak from the bathroom, and repair the hole in the ceiling of the cupboard.**

- 8.5 **Replace the broken glazing units in the living room.**
 - 8.6 **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**
9. **The Landlord was required to carry out the work required by the RSEO before 22 April 2026.**
10. The Decision of the Tribunal and the RSEO were sent to the Respondent on 27 February 2026.

Application for Review

11. The Respondent emailed the Tribunal on 6 March 2026. He sent a copy of a gas safety certificate dated 6 June 2025.
12. The Respondent acknowledged the decision of the Tribunal to issue a RSEO and stated that he was disappointed but that he respected it “within the present laws etc.”
13. The Respondent stated, as he had in previous representations, that the Applicant is not paying rent. The Respondent set out his difficulties in funding repairs to the Property and stated that he intended to give notice to a tenant in another property which he owns, seeking to recover possession of it so that he could sell it to get funds for doing the repairs required by the RSEO. The Respondent stated that he has no funds to carry out repairs and cannot borrow money for this purpose.
14. The Respondent said that he had contacted the Applicant stating that he would carry out repairs to the Property which could be funded from rent receipts from her.
15. The Respondent requested that consideration be given to reviewing the Tribunal s Decision or extend the period for implementation of the RSEO.

16. The Respondent also stated that he has had difficulty in the Applicant allowing access for repairs to be carried out.

17. The Respondent stated that he has been maintaining payments to Gas Sure for a maintenance contract for the gas boiler.

18. Rule 39 of the Procedure Rules provides:

Review of a decision

39 (1) The First-tier Tribunal may either at its own instance or at the request of a party review a decision made by it except in relation to applications listed in rule 37(3) (b) to (j), where it is necessary in the interests of justice to do so.

(2) An application for review under section 43(2)(b) of the Tribunals Act must—
(a) be made in writing and copied to the other parties;
(b) be made within 14 days of the date on which the decision is made or within 14 days of the date that the written reasons (if any) were sent to the parties; and
(c) set out why a review of the decision is necessary.

(3) If the First-tier Tribunal considers that the application is wholly without merit, the First-tier Tribunal must refuse the application and inform the parties of the reasons for refusal.

(4) Except where paragraph (3) applies, the First-tier Tribunal must notify the parties in writing—
(a) setting a time limit for any response to the application by the other parties and seeking the views of the parties on whether the application can be determined without a hearing; and
(b) may at the discretion of the First-tier Tribunal, set out the First-tier Tribunal's provisional views on the application.

(5) In accordance with rule 18, the decision may be reviewed without a hearing.

(6) Where practicable, the review must be undertaken by one or more of the members of the First-tier Tribunal who made the decision to which the review relates.

(7) Where the First-tier Tribunal proposes to review a decision at its own instance, it must inform the parties of the reasons why the decision is being reviewed and the decision will be reviewed in accordance with paragraph (4) (as if an application had been made and not refused).

(8) A review by the First-tier Tribunal in terms of paragraph (1) does not affect the time limit of 30 days in regulation 2(1) of the Scottish Tribunals (Time Limits) Regulations 2016 for making an application for permission to appeal.

Decision and Reasons

19. The tribunal determined that the application for review was timeous.
20. The tribunal had regard to the overriding objective of the Tribunal set out in Regulation 2 of the Schedule of the Regulation which is to deal with proceedings justly.
21. The Respondent's position is that he requires more time to comply with the RSEO.
22. The Respondent's overarching position is that he has had difficulties getting access to the Property for contractors and that, because the Respondent is not paying rent, he has no funds to carry out repairs. He states that he is planning to sell another property to provide get money and that alternatively, if the Applicant were to pay rent, he would be able to carry out repairs using those funds.
23. The statutory position is clear. The 2006 Act requires a landlord to maintain a house to the repairing standard during a tenancy. A landlord is not relieved of that obligation if a tenant is not paying rent or if there is a shortage of funds to carry out repairs.
24. The tribunal noted that there is a gas maintenance contract so there would seem to be no reason for that not to be used in respect of the requirement in the RSEO with regard to the central heating system.
25. The tribunal considered that it would be reasonable to extend the period of compliance with the RSEO to allow the Respondent to address the repairs required in terms of it. It noted that there had already been partial compliance because the Respondent had submitted a current gas safety certificate. The Respondent has requested that consideration be given for this to be for a period to allow him to sell a property to fund repairs. The tribunal considered that this would not be appropriate, given the uncertainty of that.
26. The tribunal determined that the period for compliance with the RSEO should be varied to allow the Respondent until 30 May 2026 to carry out the works required by the RSEO. The extension of time for compliance with the RSEO will

allow time for the Respondent to explore and put into place arrangements to allow him to carry out works.

27. In reaching this decision the tribunal carefully considered the position of the applicant and did not consider that a variation of this nature was to their significant detriment.

28. The tribunal made no determination on whether access had been denied to the Respondent or his contractors. The Applicant is reminded that she is required to allow reasonable access for the Respondent to carry out his obligations as a landlord, including compliance with the RSEO.

Martin J. McAllister
Legal Member
9 March 2026