



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies)(Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/25/2286

Re: Property at 111 Cloglands, Forth, Lanark, ML11 8EH (“the Property”)

Parties:

Miss Angela Brown, 58 Breichwater Place, Fauldhouse, Bathgate, EH47 9LU (“the Applicant”)

Ms Carolyn Stevenson, 32 Birniehall, Forth, Lanark, ML11 8DF (“the Respondent”)

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision

At the Case Management Discussion (“CMD”) which took place by telephone conference on 23 March 2026 the Applicant was not in attendance but was represented by Mr Alistair Walker. The Respondent was also present.

Prior to the CMD the Tribunal received photographic evidence from the Respondent by email dated 17 February 2026.

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that -

Background

The Tribunal noted the following background:-

- i. The Applicant is the heritable proprietor of the Property. She purchased the Property on 5 August 2010.
- ii. The application concerns a Private Residential Tenancy (“the Second PRT”) purportedly entered into between the parties relative to the Property that commenced on 20 July 2024.
- iii. In terms of the Second PRT the rent was stated to be £575 per calendar month.

- iv. Previously the Respondent occupied the Property under a Private Residential Tenancy (therein erroneously stated to be a Short Assured Tenancy) (“the First PRT”) that commenced on 1 January 2020. The landlord under the First PRT is stated therein to be Mr Alistair Walker.
- v. The rent payable in terms of the First PRT was agreed to be £450 per calendar month.
- vi. In terms of the application the Applicant seeks a payment order in a sum of £8,211.44 being rent arrears accrued during the periods of both the First PRT and the Second PRT. The Applicant also seeks an order for payment of interest.

The CMD

At the outset of the CMD the Tribunal sought to establish the Respondent’s position with regard to the Applicant’s claim. In response to questions from the Tribunal the Respondent stated:-

- i. In around June 2024, Mr Alistair Walker called round to the Property and told the Respondent that the Applicant would be her new landlady.
- ii. The Respondent did not sign the Second PRT.
- iii. The Respondent is shocked that she is said to owe more than £8,000 to the Applicant.
- iv. She moved into the Property in September 2019. She understood Mr Walker to be her landlord as stated in the First PRT which she signed and in terms of which her rent was £450 per month.
- v. The Respondent paid her rent to Mr Walker relative to the First PRT. Her last payment to him was £624 on 28 August 2024.
- vi. She paid rent to the Applicant from September 2024, making two payments - of £424 and £575 respectively - in October 2024.
- vii. She lost her way a little after her father died in October 2024.
- viii. She returned the keys to and vacated the Property on 3 July 2025.
- ix. The Respondent took advice from Shelter Scotland regarding a Notice to Leave served. The Applicant was not registered as a landlord.
- x. The Respondent accepted the total unpaid rent to be £8,211.44 but said she did not owe that amount to the Applicant.
- xi. She said she never refused to pay the rent but told the Applicant she was withholding payment due to issues with the Property.
- xii. There was an electrical issue in October 2024. The Applicant said she was to be selling the Property and the Respondent allowed a contractor access to the Property to do an electrical inspection. The Applicant said there were a few issues arising. A plug socket in the kitchen had blown and the Respondent was using an extension lead from elsewhere.
- xiii. There was trouble with the boiler. Mr Walker said to apply pressure but the Respondent had no heating or hot water for 5 months before she moved out.
- xiv. Asked by the Tribunal whether the Respondent had kept the rent withheld in a separate bank account. She said she had done so but the funds were not there now.
- xv. The Respondent said Mr Walker was a fantastic landlord but everything went downhill after the Applicant took over. There was not much contact with the Applicant.

- xvi. She said the Applicant had sent her a text message in January 2025 referring to there being two and a half months rent arrears. The Respondent referred to her photographic evidence
- xvii. The Respondent referred to the report of the Environmental Health Officer sent to her by text on 23 April 2025 by reference to the Respondent's photographic evidence.
- xviii. The Respondent also said she had no legionella assessment provided to her in terms of the Second PRT.

The Tribunal stated to the Respondent that given the terms of the title to the Property and notwithstanding the terms of the First PRT, the Applicant had been her landlord throughout both the First and the Second PRT with Mr Walker acting only as her agent. Accordingly all rent arrears are payable to the Applicant.

The Tribunal referred the Respondent's various complaints about the Property and asked to what extent she had intimated those complaints, given an opportunity for necessary repairs to be undertaken, before then forewarning of rent being withheld if repairs were still not carried within a reasonable period, before actually withholding rent. The Respondent said she had not followed that process.

At the CMD Mr Walker for the Applicant stated:-

- i. The Applicant is his daughter.
- ii. Mr Walker is registered as a landlord and therefore ran the tenancy for the Applicant.
- iii. He was diagnosed with a life limiting condition in July 2024 and therefore required to step away from everything.
- iv. Mr Walker accepted he acted as the Applicant's agent from the outset of the First PRT.
- v. With regard to the Second PRT, Mr Walker accepted he had typed the parties' names into the signature boxes around July 2024. He said it was difficult to get hold of the Respondent.
- vi. The Respondent needed a hard copy of the Second PRT for the Housing Benefit Office so the Second PRT was supplied. He referred to text messages exchanged with the Respondent at that time.
- vii. The bank arrangements for rent to be paid changed around that time too. Details were sent to the Respondent by text.
- viii. With regard to the electrical issues, Mr Walker stated that the electrician who prepares their electrical safety certificates could not do work to the meter as it was not recording any current going through meter. He said the supplier needed to deal with that and the Respondent was advised to get the supplier out to change or repair the meter first then the other works would be done. She never did so. Mr Walker said they tried to identify the electricity supplier but the house was not registered.
- ix. With regard to heating/hot water Mr Walker said a new boiler was installed when the Respondent moved into the Property. The boiler is an electric combi type boiler – "Wet Electric". He said there was nothing wrong with the boiler. It simply needed pressure added. The boiler was working properly when possession of the Property was recovered.
- x. There is no gas or standing water in the Property therefore no legionella certificate is needed.

- xii. Mr Walker had no knowledge of a visit by an Environmental Health Officer.
- xiii. It was very difficult to get access to the Property. They did try to have a heat pump and solar panels installed but the Respondent would not give access.
- xiv. Rent was withheld from "day one".

The Respondent made further submissions as follows:-

- i. There was no issue with access. She gave access for the electrician and surveyor and for photos to be taken.
- ii. She has big dogs and would not give access if they were there.
- iii. She has no paperwork to reference her intention to withhold rent.
- iv. The Respondent works part-time.
- v. Her income is £851 per month.
- vi. She could pay the rent arrears at £70 per month which Mr Walker accepted.

Findings in Fact

The Tribunal made the following findings in fact –

- i. The Applicant is the heritable proprietor of the Property. She purchased the Property on 5 August 2010.
- ii. The application concerns the First PRT which commenced on 1 January 2020 and the Second PRT which commenced on 20 July 2024.
- iii. Mr Alistair Walker, the Applicant's father, acted as the Applicant's agent throughout the First PRT.
- iv. All rent throughout the First PRT and the Second PRT is due to the Applicant.
- v. The total arrears of rent unpaid by the Respondent and due to the Applicant relative to both the First PRT and the Second PRT are £8,211.44.
- vi. The Respondent was not entitled to withhold any payments of rent.
- vii. The sum of £8,211.44 is payable by the Respondent to the Applicant.
- viii. Neither the First PRT nor the Second PRT made provision for interest to be charged on unpaid rent.

Reasons for Decision

The Respondent was perhaps understandably confused about the apparent change of landlord but title to the Property has been held by the Applicant throughout the Respondent's occupation of the Property, with Mr Walker only acting as her agent, and therefore rent is payable to the Applicant whether during the period of the First or the Second PRT.

The Respondent accepted the total unpaid rent to be £8,211.44 and whilst she questioned the Applicant being due that amount she did not previously understand that the Applicant was her landlord throughout with Mr Walker being only an agent.

Whilst the Respondent complained about the electrics these complaints appeared to arise only after the Applicant's electrician inspected in around October 2024 after which the Applicant advised the Respondent by text that issues had been identified that required attention. The Applicant's text of 24 October 2024 refers. In any event the arrears of rent substantially pre-dated that date.

Further, with regard to the heating and hot water, again any issues were said by the Respondent to have occurred in the last 5 months of the tenancy so even if they

existed (which Mr Walker did not accept and which the Tribunal did not require to determine) they could not possibly have formed the basis for the historic rent arrears having been withheld.

In any event the Respondent did not follow and admitted not following the correct process for rent arrears to be withheld relative to repairs complaints.

The Respondent said the Applicant's text of January 2025 referred to only two and half months of arrears being due. That is not what that text message says. It says that there "hasn't been a rent payment received for the last 2 months" which is entirely different.

Having accepted the rent arrears to be due the Respondent offered payment at £70 per month which Mr Walker for the Applicant accepted.

The Tribunal therefore made a payment order in the sum of £8,211.44 with a time to pay order at £70 per month.

The Tribunal made no order for payment of interest.

Decision

Of consent, the Tribunal ordered the Respondent to pay to the Applicant a sum of £8,211.44 and granted a time to pay order in the sum of £70 per month.

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.

G.Buchanan

Legal Member/Chair

23 March 2026
Date