



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 51 of the Private Housing
(Tenancies)(Scotland) Act 2016**

Case reference FTS/HPC/LA/25/0954

Parties:

**Mrs Agnes Parker, Mr Barry Parker (Applicant)
Rent Locally Lanarkshire Ltd (Respondent)**

Property: 41 Sorn Road, Auchinleck, Cumnock, KA18 2LY

Tribunal Members:

Alison Kelly (Legal Member) and Robert Buchan (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be dismissed.

Background

1. On 5th March 2025 the Applicants lodged an application with the Tribunal seeking an order that the Respondents had breached the Letting Agents Code of Practice. In the application the Respondents alleged that multiple paragraph numbers of the Code had been breached. They said that the Letting Agent had failed to carry out its legal obligations within the Terms of Business with its clients, the landlords. They gave an estimate of damages to items they owned which were damaged between 2016 and 2018. They estimated the damage at over £6000 but said that they would accept a reasonable price of £3000. They said that they were seeking compensation for pain and suffering to two disabled old age pensioners, for loss and compensation for putting false information into the Tribunal, and for forced eviction because of negligent actions.
2. The Applicants lodged a copy of the Short Assured Tenancy agreement, some emails, some photographs, a copy of the Letting and Property

Management Service Agreement and a copy of the Respondents' Complaints Procedure.

3. On 11th June 2025 the application was accepted by the Tribunal.
4. A Case Management Discussion was fixed for 7th November 2025.
5. The papers were served on Respondent, and on 16th October 2025 the Respondent wrote to the Tribunal asking for an extension to the time for lodging Written Representations. They sought additional time as the tenancy had ended more than 7 years before, and they would need to extensively search their historic records regarding the new case. The Tribunal extended the deadline by a week.
6. On 20th October 2025 the Applicants sent an email to the Tribunal asking for the papers from a previous Tribunal case, reference CV/19/04692 be accessed in relation to the present case. The Applicant also referenced a previous case brought against the Respondent under reference LA/19/0620. The Applicant was advised that the Tribunal could not cross papers from one application to another.
7. On 28th October 2025 the Respondent submitted a written response to the Tribunal. It said, firstly, that the Applicants raised proceedings previously under reference LA/19/0620 and that matter had been dealt with by the Tribunal, with a decision being issued dated 8th May 2019, and the sum awarded being paid in full to the Applicants' solicitor. The Respondent said the current application revisits the same factual matrix, legal grounds and parties and that the principle of res judicata precludes re-litigation of matters already determined. It said that the Tribunal's prior judgement was final and binding, and no competent appeal remains outstanding. They also made other points about why the application should not be allowed to proceed.
8. Prior to the Case Management Discussion, the Tribunal had the opportunity to look at the Decisions in relation to case LA/19/0620, and also case CV/19/0649.
9. Case LA/19/0620 was an application regarding failure to comply with the Letting Agent Code of Practice. It was raised by Agnes Donis Parker against Rent Locally Lanarkshire Limited t/a/Rent Locally, in relation to the subjects at 41 Sorn Road, Auchinleck, Cumnock, KA18 2LY. It was found in that case that the Applicant vacated the property on 1st May 2018 and that the Code of Practice came in to force on 31st January 2018. The behaviour complained about in the majority of the paragraphs of the Code was alleged to have occurred prior to the Code coming in to force. The Tribunal found that the Respondent had breached paragraphs 24 and 85. An award of £250 was made.
10. Case CV/19/0649 was an application by the current Applicants against the landlords, Mr and Mrs Treherne, in relation to the subjects at 41 Sorn Road,

Auchinleck, Cumnock, KA18 2LY, seeking damages for breach of contract and breach of the statutory repairing duty. The Tribunal found that a sum of £650 would be an appropriate award of damages for inconvenience and loss of amenity. The Tribunal found that in respect of the garage there was no actual loss because the state of the garage was made clear at the outset of the tenancy.

Case Management Discussion

11. The Case Management Discussion ("CMD") took place by telephone on 7th November 2025. The First Named Applicant was present and represented both Applicants. The Respondent was represented by their employees, Ms McCulloch, Mr Watt and Mr McDonald.
12. The Tribunal explained the purpose of a CMD in terms of Rule 17 of the Tribunal's Rules.
13. The Tribunal asked the First Named Applicant to address the Respondent's submission that the action should be dismissed on account of the principle of res judicata. She said that the application was not between the same parties. She had brought it against David Watt. It was pointed out to her that the application was against Rent Locally Lanarkshire Limited, which was the same Respondent as the previous application. She did not accept that the subject matter was the same.
14. The Tribunal asked the First Named applicant what it was that she was seeking to achieve. She said that some new issues had come up in the previous application, and some issues were still ongoing when she left the property. She said that the house did not meet the tolerable standard. She said that she was looking to stop this happening to anyone else. She said that she was not seeking compensation, despite that being the main thrust of the paper application.
15. The Tribunal confirmed it had read the previous application and asked the First Named Applicant to state what paragraphs of the Code she was now alleging had been breached were different to those dealt with in the previous application. She was given a short adjournment to allow her to check her notes and clarify.
16. After the adjournment the First Named Applicant said that she was alleging breaches of paragraphs 40, 72, 95, 101, 112, 113, 115 and 116. After discussion the First Named Applicant conceded that she did not have any complaint in relation to paragraphs 101, 115 and 116. No evidence had been provided in relation to paragraphs 40, 72 and 95, and that in any event these issues had been canvassed in both previous actions. In relation to paragraphs 112 and 113 it was established that the Respondent did have a Complaints Procedure, and that the First Named Applicant had lodged a copy along with her application.

Findings In Fact

- a. The Applicants rented the property at 41 Sorn Road, Auchinleck, Cumnock, KA18 2LY from Mr and Mrs Treherne;
- b. The tenancy began on 20th May 2016;
- c. The tenancy ended on 1st May 2018;
- d. The Respondent provided Letting Agent services to Mr and Mrs Treherne throughout the period of the tenancy;
- e. The First Named Applicant raised an application under reference LA/19/0620 against the Respondent;
- f. The Tribunal found that the Respondent had breached paragraphs 24 and 85 of the Letting Agent Code of Practice and an award of £250 was made;
- g. The Applicants raised an application under reference CV/19/0649 against the landlords, seeking damages for breach of contract and breach of the statutory repairing duty;
- h. The Tribunal found that a sum of £650 would be an appropriate award of damages for inconvenience and loss of amenity.
- i. This application is between the same parties as application LA/19/0620 and is in relation to the same subject matter;
- j. Application LA/19/0620 is completed and there is no outstanding appeal, and the time limit for lodging an appeal has passed.

Reasons For Decision

- 17. The Tribunal, having considered the application and documents lodged with it, and having considered the previous application, LA/19/0620, and the decision issued in that case, the Tribunal is satisfied that the two applications are between the same parties – Agnes Donis Parker and Rent Locally Lanarkshire Limited. The addition of Barry Parker as an Applicant in the current application does not materially alter this fact. The subject matter of the application is the same as the subject matter in the previous application. That application has been concluded and the period for appeal has long since expired. The Tribunal is satisfied that the principle of res judicata applies, and the application falls to be dismissed.
- 18. It should be noted that the Tribunal was surprised that the application had been raised so long after the previous application, and some 7 years after the tenancy had come to an end. Any claim in damages has prescribed.

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.

Alison Kelly

Legal Member/Chair

19/11/25
Date