



**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/25/0999**

**Re: Property at 105 Hazel Road, Cumbernauld, G67 3BW (“the Property”)**

**Parties:**

**Khanna Properties LTD, Raleigh House, 1 Golf Road, Glasgow, G76 7HU (“the Applicant”)**

**Mr Alexander Waugh, Mrs Mary Waugh, Mr Sean Kennedy, 105 Hazel Road, Cumbernauld, G67 3BW (“the Respondent”)**

**Tribunal Members:**

**Shirley Evans (Legal Member) and Gerard Darroch (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondents in favour of the Applicants in the sum of TEN THOUSAND SIX HUNDRED AND EIGHTY THREE POUNDS AND FIFTY THREE PENCE (£10 683.53) STERLING. The order for payment will be issued to the Applicants after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondents.**

**Background**

1. This is an action for rent arrears raised in terms of Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. A Case Management Discussion (“CMD”) was held on 4 February 2026. The Applicant was represented by Mrs Alison Spence from McTurk and Muir Lettings Ltd. The Respondent Mrs Mary Waugh appeared and confirmed that

she was appearing also for the other Respondents, her husband Mr Alexander Waugh and her son Mr Sean Kennedy. During the CMD Mrs Waugh accepted that the arrears were £9759.63. Mr Waugh had set up a direct debit to pay £960 per month which comprised rent of £924 and £36 per month towards the arrears. She stated they had had no heating or hot water since July 2025, that the back door was broken and the bathroom was in a state with the sink was coming off the wall. She also stated bath panel had come off when they moved in and there was a bottle of urine behind the bath panel which she stated must have been left by workman before they moved in in July 2023. She was not paying rent due as she was fed up reporting repairs to the letting agent and they were not done. In the circumstances. it was clear to the Tribunal that there was a dispute-

- i) as to whether the Applicant had breached their obligation in relation to repairs;
- ii) whether in all the circumstances rent was lawfully due;
- iii) whether the Respondents were entitled to withhold payment of rent.

### **Hearing.**

3. An in-person Hearing took place at the Glasgow Tribunal Centre on 12 March 2026. Mrs Alison Spence from McTurk and Muir Lettings Ltd appeared for the Applicant. She was accompanied by Mr Alexander McTurk. The Respondents all appeared. Mrs Waugh confirmed she would speak on their behalf. Mr Waugh and Mr Kennedy confirmed they were happy for her to do so. The case was heard together with a case for recovery of rent arrears under reference FTS/HPC/EV/25/0996.
4. The Tribunal had before it a Private Residential Tenancy Agreement between the parties dated 25 July 2023, an email to Mary Waugh dated 2 August 2024, an undated letter to the Respondents, a Recorded Delivery Certificate of Posting dated 3 August 2024, a Proof of Delivery dated 7 August 2024, a letter to the Respondents with dated 9 August 2024, an email to Mary Waugh dated 9 August 2024, a Recorded Delivery Certificate of Posting dated 9 August 2024, a Proof of Delivery dated 10 August 2024 and a rent statement to 6 March 2025 showing arrears of £4,115.53. The Tribunal considered these documents.
5. In response to a Notice of Direction issued by the Tribunal, Mrs Spence lodged an up to date rent statement to 5 March 2026, various text and Whats App messages, an Inventory and Check-In Report dated 25 July 2023, an Inspection report dated 2 September 2025 with an email to the Applicant dated 3 September 2025 and an Inspection report dated 20 January 2026 with an email to the Applicant dated 23 January 2026. The Tribunal also considered these documents.
6. Mrs Waugh accepted the Respondents were in rent arrears of £10 683.53. She stated they had not paid rent due to the lack of repairs. The Tribunal heard evidence regarding the repairs to determine whether the Applicant had

breached its repair obligations, whether rent was lawfully due and whether the Respondents were entitled to withhold rent.

7. With regard to the complaint that the Respondents had had no hot water since July 2025 Mrs Spence referred the Tribunal to the inspection report dated 2 September 2025 and to the email then sent to the Applicant which showed that at that stage there had been no complaint about no heating or hot water. The email to the Applicant of 3 September 2026 stated the Respondents had reported that the front handle was loose and difficult to lock, that the rear door did not lock properly, that both the radiator and sink in the bathroom were leaking and that the bath panel was loose from the bath. Mrs Spence went on to contrast that with the inspection carried out on 20 January 2026 and the email to the Applicant dated 23 January 2026 which showed that the Respondents had reported that there was no heating or hot water. The Tribunal also noted there were other repairs reported on 23 January 2026 including the broken front door handle previously reported, the difficult to lock and unlock rear door previously reported, the kitchen to living room double door not shutting properly, the bathroom sink pipe previously reported, the leak from the bathroom radiator previously reported and the bath panel which had also been previously reported. When questioned by the Tribunal as to why the repairs regarding the handles, the rear door not locking properly, the bathroom sink and radiator leaks and the bath panel had not been repaired between the inspection on 2 September 2025 and the inspection on 20 January 2026 Mrs Spence explained that the Applicant was not minded to carry out any repairs when the Respondents were in rent arrears.
8. Mrs Spence also explained that she had contacted Mrs Waugh by Whats App and by text about the arrears but never received any response. Mrs Waugh had never complained that there was no heating or hot water. The Tribunal noted the various text messages and Whats App messages to Mrs Waugh.
9. Mrs Spence explained that since the last CMD repairs have been carried out by the joiner and plumber. The boiler had been making a noise. The leak in the bathroom is still to be repaired as the plumber needed to order parts. This has been rebooked for next week.
10. In answer to further questions by the Tribunal, she also explained that there had possibly been some attempt to fix the doors in the Property but due to the of personal possessions in the Property there was not a lot of room to work. She accepted that the bath panel had not been attended to since the start of the tenancy. She had no knowledge of there being a bottle of urine behind the bath panel.
11. Mrs Waugh gave evidence that she was fed up with the Landlord not carrying out repairs. She accepted that since the CMD repairs had been carried out; they had been told not to use the bathroom sink which was coming away from the wall. The movement had disturbed a pipe which had leaked into the kitchen. The kitchen ceiling was bulging. They had heating and hot water.
12. The Tribunal queried when she had first reported they had no heating or hot water. She explained she phoned the letting agents' office at the beginning of January to complain. Mr Waugh explained that when they put the heating on

the boiler made a banging noise. Mrs Waugh explained the house was freezing and they kept reporting it. The Gas Board had been out to look at the boiler and advised they would speak to the letting agent and the landlord about the boiler. Mrs Waugh did not get any paperwork from the Gas Board.

13. She went onto explain that it was the summer of 2025 when they first reported they were getting no heating. Mr Waugh explained they had switched the heating off as it was on a timer and when they came to switch the boiler back on to get hot water the boiler made a noise. They were getting hot water. It was probably September 2025 when they first reported it. Mrs Waugh explained she had reported it to the inspector in September.
14. The Tribunal queried why they had stopped paying rent at the end of 2024. Mrs Waugh reiterated she was fed up asking for repairs to be carried out. The door handle was coming off. They had reported the doors. A joiner would come out and once told them he would get a new lock, but he did not. She was fed up with tradesman not turning up. She could not use the cooker as there was water coming through. On further questioning she confirmed she had not told the letting agents she was withholding rent. She accepted that was probably not the right thing to do. They did not have the money put aside to clear the arrears.
15. The Tribunal asked Mrs Spence questions arising from the Respondents' evidence. She explained that the boiler was brand new when they moved in. They had never been contacted by British Gas. The gas had not been capped and the repairs to the boiler had been carried out. There may have been reports about the door handles, but she could not remember the details. During all the time that she had texted Mrs Waugh she had never mentioned repairs. She spoke to her about the arrears at the beginning of 2025 and at that stage Mrs Waugh had explained they had had a family bereavement and had to pay for the funeral. She had told Mrs Spence they were due money from an inheritance, with a view to clearing the arrears, but no payment had been made.

### **Findings in Fact**

16. The parties entered into a Private Residential Tenancy Agreement commencing on 25 July 2023. In terms of Clause 8 of the tenancy agreement the rent was £825. The current rent is £924.
17. The Respondents have fallen into rent arrears. The current arrears are £10 683.53. The last payment to account was on 2 February 2026 for £960.
18. The Applicant's letting agent sent letters to the Respondents regarding the rent arrears on 2 and 9 August 2024 and numerous text messages and Whats' App messages to Mrs Waugh regarding the arrears.

19. At the start of the tenancy the bath panel was coming away from the bath. This was recorded in the check -in report. The Applicant did not repair the bath panel.
20. An inspection of the Property was carried out on 2 September 2025. The Respondents reported that the front door handle was loose and difficult to lock, the rear door did not lock properly, that both the radiator and sink in the bathroom were leaking and that the bath panel is loose from the bath. The Applicant did not carry out these repairs despite being advised by email on 3 September 2025 that the Respondents had reported these during the inspection. The Applicant advised he was not inclined to carry out repairs due to rent arrears and did not carry out these repairs within a reasonable period of time.
21. An inspection of the Property was carried out on 20 January 2026. The Respondents reported that the front door handle was broken and difficult to lock, the rear door did not lock, that the living room/kitchen door did not shut properly, that both the bathroom radiator was leaking, that the sink in the bathroom was broken, that the bath panel was loose from the bath and that there was no heating or hot water. The Applicant has since carried out these repairs with the exception of the leak to the bathroom sink which is still in progress.
22. All repairs identified in the report of 20 January 2026 have been carried out with the exception of the leak in the bathroom sink which is currently being attended to.
23. The Respondents did not put the Applicant on notice they were withholding rent at any stage of the tenancy. The Respondents have not put aside the rent withheld. Rent was lawfully due throughout the tenancy.

### **Reasons for Decision**

24. The Tribunal considered the issues set out in the application together with the documents lodged in support, including the tenancy agreement and the rent statements. Further the Tribunal considered the evidence of Mrs Spence and Mrs Waugh.
25. The Tribunal noted the terms of the tenancy agreement and the rent statement which set out how the arrears had arisen. The Applicants had produced evidence of persistent non- payment of rent. Further Mrs Waugh accepted they were in rent arrears.
26. The Tribunal considered whether in the circumstances the Respondents were entitled to withhold rent. Whilst it was clear that the bath panel had been loose from the beginning of the tenancy and had not been replaced and whilst it was accepted that there may have been complaints regarding loose door handles which may not have been attended to on occasions throughout the tenancy, the Respondents had never put the Applicant or the letting agents on notice that they were withholding rent due to a lack of these repairs. Even had they

done so, the Respondents would be obliged to pay any withheld rent as all repairs with the exception of the sink repair, which was still being attended to, had been completed. The Tribunal found that the Respondents' evidence with regard to when they had first reported that had no heating or hot water to be confusing. What was clear was that the inspection report did not state there was no heating or hot water in September 2025 but the report from January 2026 clearly stated that there was no heating or hot water. Had the Tribunal found that there had been no heating or hot water from September 2025 which had not been repaired by the Applicant within a reasonable period of time, the Tribunal would have been inclined to award an abatement of rent. Regardless of the Respondents being in rent arrears, the Applicant nevertheless has a duty to ensure the Property meets the Repairing Standard throughout the tenancy. The minor repairs that went unattended between September 2025 and January 2026 do not merit an abatement of rent. All rent is lawfully due.

27. The Tribunal was satisfied that an order for payment in favour of the Applicant be granted in the sum of £10 683.53.

### **Decision**

28. The Tribunal granted an order for payment of £10 683.53 in favour of the Applicant.

### **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.**

**Shirley Evans**

Legal Chair

15 March 2026

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Date