



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/25/1011

Re: Property at 13 Borrowlea Road, Stirling, FK7 7SF (“the Property”)

Parties:

**T.P.J Properties Ltd, Registered Office, Ochil Accounting Limited, Toadhall,
Glendevon, Dollar, FK14 7JY (“the Applicant”)**

Miss Alanha O'Hare, 10 Hope Street, Stirling, FK8 1JE (“the Respondent”)

Tribunal Members:

Alison Kelly (Legal Member) and Ahsan Khan (Ordinary Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the order for payment should be granted.**

Background

1. The Applicant lodged an application on 7th March 2025 under Rule 70 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”) seeking payment of a sum of rent arrears.
2. Lodged with the Application were:
 - a. Copy Short Assured Tenancy commencing 11th August 2017
 - b. Rent Statement showing rent arrears of £1267.40 as at 8th October 2024
 - c. Letters from Stirling Council regarding direct payment
 - d. Decision of the First-tier tribunal reference FTS/HPC/RP/24/3308 dated 12th November 2024
3. The Application was served on the Respondent by Sheriff Officer on 2nd September 2025.

4. On 12th September 2025 the Respondent lodged a lengthy Written Submission.
5. On 22nd September 2025 the Applicants sent a short response.

Case Management Discussion

6. The Case Management Discussion (“CMD”) took place by teleconference. David and Sheena Gray, Directors of the Applicant, joined the call. The Respondent joined the call and presented her own case.
7. The Chairperson confirmed the purposes of a CMD in terms of Rule 17 of the Rules.
8. The Mr Gray confirmed that he was seeking a payment order for the sum of £1267.40. The Respondent said that she agreed the figure, although did not agree that she was due to pay it for the reasons given hereafter.
9. The Respondent’s position was that she had withheld the rent as a number of repairs issues had not been dealt with. There were:
 - i. Issues with mould
 - ii. Broken floorboards at the top of the stairs and in the two bedrooms
 - iii. The spotlights in the bedrooms had no hoods on them causing insects to drop through from the loft
 - iv. The back door had never been properly sealed
 - v. The kick boards in the kitchen needed the clips replaced
 - vi. The bath panel had never been attached
 - vii. The Respondent had been left to finish the dining room window after it had been replaced, by sanding and painting it
 - viii. The hinges on the kitchen cupboards had never been properly fixed.

The Respondent confirmed these were all the repairs she was referring to.

10. The Mr Gray said that he did not agree. He referred to the findings of the Tribunal in the repairs case. The Respondent said that she had not been able to take part in the case as she had left the property by then, and she was of the view that repairs had been done after she left and before the inspection.
11. The Respondent confirmed that she still held the retained rent, in cash.
12. The Chairperson noted the disputed issues, which were agreed by the parties. They are:
 - Were the repairs necessary
 - Were the repairs carried out, and if so, when
 - Did the nature of the repairs entitle the Respondent to withhold rent

13. Both parties would consider if they required to bring any witnesses. The Chairperson explained that they were responsible for securing the attendance of any witnesses, the Tribunal would not do that for them.
14. Both parties said that they would prefer the Hearing to be in person rather than by videoconference.

Hearing

15. The Hearing took place in person at the STEP Centre in Stirling. Mr and Mrs Gray, Directors of the Applicant, represented the company. The Respondent represented herself.
16. The Chairperson introduced everyone and set out how the Hearing would proceed. She reminded everyone that they were expected to tell the truth.
17. The parties agreed that the tenancy came to an end on 23rd October 2024 and that the Respondent had stopped paying rent in May 2024.

Evidence

18. On the issue of mould the Respondent said that it was reported to the Applicant in 2022. The mould was on the side of the bath at the seal, on the ceiling and on the pipes. It was under the bath. She first noticed it around 2019. She sprayed mould and mildew remover on it. The bath was replaced in 2022 and she saw a lot of mould under the bath. She realised that there was a lot more mould than she thought.
19. Mr Gray said that it was not mould, it was discolouration of the seal, and issues with cleaning properly, and lack of ventilation by failing to open windows, and by taping up the seal and placing a mirror over it. He said there was no mould under the bath when it was replaced.
20. The Respondent denied taping up the vent. She said that the mirror was there when she moved in and she did not move it. She said the tiles didn't fit properly and she had to put a plastic table cloth up over them when using the shower.
21. Mr Gray said that some of the tiles had come loose and the tablecloth was a very temporary solution while they were reinstated.
22. Mrs Gray explained that although there was an allegation that they had done a lot of work after the tenancy ended, and before the Tribunal members carried out the inspection for the Repairing Standards case, this was not true. The only thing they had done was put a screw in to the broken floorboard.
23. In relation to the floorboards the Respondent said that she reported the defects immediately after moving in. Her grandfather (Mrs Gray's father)

sorted the main bedroom floor. The boards at the top of the stairs dropped when they were stood on. The issue was not dealt with during the tenancy.

24. Mr Gray said that the Respondent had a lot of possessions. She was told that she would need to clear it out of the way so that the carpet could be rolled back to attend to what was a simple repair. He said that the Respondent never got round to doing that. He explained that the property had been a rental property before the Applicant purchased it, and the Respondent moved in the day the Applicant took possession of the keys. It was explained that the property had been bought by the Applicant specifically to rent to the Respondent. They had not had a chance to attend to anything before she moved in. He said that only a screw was required, and this was borne out by the decision in the Repairing Standards case.
25. The Respondent did not agree that she had prevented the repair being done due to not clearing the hall. She said that when she moved in she was promised a new bathroom, and she was then going to purchase new carpets. It could have been done at that point, but the bathroom was never replaced.
26. In relation to the bedroom spotlights the Respondent said that she reported this item in around 2018/2019. She was alarmed one evening when spiders began dropping in to the bedroom through the lights. She taped the spotlights up. There were 8 of them. Had there been hoods on the lights on the loft side insects would not have got in. She said that she did not use the lights after this. She did not know if it was a one off incident due to the tape being put up.
27. Mr Gray said that when the Applicant bought the property an EICR was in place. He also had an EICR carried out and the lights passed without issue. There was no fault with the lights. The Respondent asked if she could change them, and he agreed on the condition that a qualified electrician fitted the new ones. He offered to source the new lights as he thought he could get them cheaper.
28. In relation to the issue with the back door the Respondent confirmed that the door did close and could be locked, but it was difficult to close and the window in the door could ice up on the inside. It was an old door. She reported it on a few occasions. She said that Mr Gray came and put a foam seal around the door.
29. Mr Gray said that the Respondent had requested a new front and back door. He said that the back door is timber framed and the locks and hinges were in working order. The door performed its function. This was borne out by the Repairing Standards decision.
30. In relation to the kick boards in the kitchen the Respondent said that she reported the defect in 2017. The boards needed new clips. They were taped in place temporarily, but they fell down all the time. She said Mr Gray had the clips but did not get round to fitting them.

31. Mr Gray said that it was a simple job to fit new clips. However, there were two spells during the tenancy when he was told by the respondent not to attend the property. There had been arguments in the family.
32. The Respondent said that there had been a confrontation in 2022 when she had contacted the landlord registration officer at the local authority in relation to the repairs. After that she did not feel comfortable with Mr Gray in the house.
33. Mrs Gray explained that after the Respondent spoke to the landlord registration officer a meeting was held in her mother's (the Respondent's grandmother) house. Words were said and Mr Gray left the meeting. Mrs Gray attempted to resolve the issues with the Respondent.
34. In relation to the bath panel the Respondent said that this was taken off when the bath was replaced. This was to let under the bath dry. However, it was never put back on. She did not know why.
35. Mr Gray said that a plumber replaced the bath and Mr Gray laboured for him. The panel was left off so that he could come back just to check the work was fine and adjust the bath if need be after its first use. However, there followed one of the periods when he was not allowed access to the house and the job fell between the cracks.
36. In relation to the dining room window the Respondent said that her grandfather had replaced the existing window and Mr Gray helped. The finishing was never done, and she did not think that it was her job to do.
37. Mr Gray said that the Respondent had said that she would be happy to finish off the job as she was going to be redecorating anyway.
38. In relation to the kitchen cupboards the Respondent said that there were two long kitchen cupboards where the hinges did not sit correctly. Mr Gray tightened the hinges, but it did not help. She could still use the cupboards.
39. Mr Gray said that he adjusted all four hinges, but when that did not work he replaced a pair of them.
40. The Respondent said that the hinges were never replaced. However, when pressed on this she said that she was not 100% sure.
41. The Tribunal asked how many rental properties the Applicant had, and Mr Gray confirmed that they have 26. They are experienced landlords.
42. The Tribunal asked why the Respondent had only withheld rent towards the end of the tenancy. She said that after the big disagreement in 2022 she had asked for a Notice to Quit so that she could apply for local authority accommodation. She did not want to leave as she felt secure there. She was

accused of being dramatic. However, in 2024 there were more disagreements and she asked again for a Notice to Quit. She felt that her physical health was in tatters. She said that the Notice to Quit was served and she also received a rent increase notice and was asked to sign a new tenancy agreement.

43. Mrs Gray said that it was her mother, the Respondent's grandmother, that had told the Respondent that she was being dramatic. She said that the Notice to Quit was served on 21st April 2024. The Respondent stopped paying rent in May 2024. She said that as the Respondent was her niece she was not as fastidious at checking rent payment as she would be with other tenants. She did not notice until July 2024 that rent was not being paid. She visited the Respondent to find out why. She made application to the local authority for housing benefit to be paid direct, and it was.
44. The Respondent was asked if she had notified the Applicant that she was withholding rent. She said she did not. She had spoken to someone at the front desk at the local authority housing department and they had told her it was something she could do.
45. The Respondent said that she was looking for the whole amount to be abated. She said that it wasn't about the money, it was about a seven year nightmare and the feeling of being disrespected and the Applicant not caring.
46. Mrs Gray said that the Applicant was looking for the whole sum of rent arrears to be paid. She said that she felt that the Respondent's claim was punitive, and that the money retained was housing benefit and not the Respondent's own money.

Reasons For Decision

47. The Tribunal found both Mr and Mrs Gray to be credible and reliable witnesses. The Respondent, in the main, was credible and reliable although some parts of her evidence were vague, and she did concede that having said she was sure about something she was then not 100% sure.
48. The Tribunal accepted that Mr and Mrs Gray had not carried out any repairs to the property, apart from putting the screw in the floor board, after the tenancy ended and before the Tribunal members came to inspect the property for the Repairing Standards case. The Tribunal noted that the Tribunal members in the Repairing Standards case had found no issues with the property and did not order that any repairs should take place.
49. Having considered all the evidence the Tribunal does not think that any of the issues highlighted by the Respondent were vital repairs. Mr and Mrs Gray seemed to have done their best to deal with the items, but due to the

apparently difficult nature of the family dynamic not everything could be carried out.

50. The Tribunal is of the view that the non payment of rent by the Respondent, was, as highlighted, punitive. The Respondent said that she had been requesting repairs since she moved in in 2017. She did not withhold rent after speaking to the landlord registration officer in 2022. She did not withhold rent until she received a Notice to Quit. The Respondent did not inform the Applicant that she was withholding the rent. She said in evidence that it was not about the money but was about feeling disrespected and that the Applicant did not care. This is not something that the Tribunal can make an award for.

51. The Tribunal does not consider that any abatement of rent is due and orders that the full amount be paid by the Respondent to 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.

Alison Kelly

20th April 2026

Legal Member/Chair

Date