



**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/24/5466**

**Property : Flat 2/2, 35 Gogar Street, Glasgow G33 2JQ (“Property”)**

**Parties:**

**NS5 Limited, 7 Bell Yard, London WC2A 2JR (“Applicant”)**

**Kashif Naeem, 68 Fraser Street, Cleland, Motherwell ML1 5PX (“Applicant’s Representative”)**

**Ethsham Alam, 56 School Street, Glasgow ML3 6SD (“Respondent”)**

**Tribunal Members:**

**Joan Devine (Legal Member)**

**Ann Moore (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined that an order for payment of £5,325 should be made.**

1. The Applicant sought an order for payment of £2,250 in respect of rent arrears. The Applicant had lodged Form F. The documents produced were: a Private Tenancy Agreement which commenced on 4 June 2024; a statement of rent arrears and emails between the Parties regarding rent arrears. The Application was served on the Respondent by sheriff officer on 13 May 2025. On 18 June 2025 the Applicant’s Representative emailed the Tribunal stating that the Applicant wished to increase the sum claimed to £7,500. The Applicant’s Representative lodged an updated statement of arrears along with a copy letter to the Respondent dated 18 June 2025 intimating the increased sum claimed.

**Case Management Discussion (“CMD”)**

2. A CMD took place before the Tribunal on 3 July 2025. Reference is made to the Note of the CMD. The outcome was that the Tribunal determined to fix an evidential hearing and to issue a direction.
3. The Direction was in the following terms :

*The Respondent is required to lodge with the Tribunal :*

- 1. A copy of any documents held by the Respondent showing or tending to show that the Respondent made a payment of £7,500 in February 2025 to an agent for the Applicant in respect of rent arrears due at that time and in respect of rent due for the period from February 2025 to June 2025.*
- 2. A written submission setting out the outstanding repairs at the Property, the date on which each item of repair was notified to the Applicant or their agent and confirmation as to whether or not the repair remains outstanding.*
- 3. Any available photographs of the required repairs.*
- 4. Any available documentary evidence of the need for a repair being intimated to the Applicant.*
- 5. A list of the witnesses that the Respondent intends to call at the evidential hearing to be fixed.*

*The said documentation should be lodged with the Tribunal no later than close of business on **8 August 2025**.*

*The Applicant is required to lodge with the Tribunal :*

- 1. An up to date statement of rent arrears which must be intimated to the Respondent.*
- 2. A written submission setting out the Applicant's response to the Respondent's written submission referred to above regarding required repairs at the Property.*
- 3. A list of the witnesses that the Applicant intends to call at the evidential hearing to be fixed.*

*The said documentation should be lodged with the Tribunal no later than close of business on **29 August 2025**.*

- 4. On 18 July 2025 the Respondent lodged a copy Repairing Standard Enforcement Order ("RSEO") in respect of the Property dated 15 July 2025. On 28 August 2025 the Applicant lodged a response to the Direction which included a written submission and copy emails. On 18 January 2026 the Applicant lodged a written submission. On 21 February 2026 the Respondent lodged a further copy of the RSEO and a copy of the related Decision which both related to case reference HPC/RP/24/4421. On 22 February 2026 the Respondent lodged photographs of the Property and on 23 February 2026 the Respondent lodged a copy of an email from Glasgow City Council dated 5 September 2024.*

### **Hearing on 26 February 2026**

- 5. A Hearing took place on 26 February 2026. The Respondent was in attendance. The Applicant's Representative joined by video link. The director of the Applicant emailed the Tribunal the evening before the Hearing to advise she would not attend due to ill health.*
- 6. The Parties agreed that the tenancy commenced on 4 June 2024 and ended on 25 August 2025 when the Respondent removed from the Property. They*

agreed that the monthly rent was £750. They agreed that the rent for June, July and August 2024 was paid into the bank account of the Mr Naeem.

7. Mr Naeem told the Tribunal that he managed properties for the Applicant for around 1 year. He said there were 9 properties in their portfolio and he believed they sold them all due to financial difficulties. He said that he was managing the Property when Mr Alam took entry in June 2024. He said that he ceased managing the Property in February 2025.
8. Mr Alam told the Tribunal that he did not sign a tenancy agreement and was never presented with formal documentation. He said that he saw a property in Drumchapel on Gumtree. Mr Naeem was the contact for the property. He contacted him to discuss the Drumchapel property and Mr Naeem suggested to him that the Property on Gogar Street would be suitable for him. Mr Alam told the Tribunal that he met with Mr Naeem's son who gave him the keys to view the Property. He said that he viewed the Property and it was in a very bad state of repair but he did not realise the extent of the issues to be dealt with at the Property. He said that he decided to rent the Property and to use his savings to "do up" the Property. He said that he spent £5000 on the Property. He said that he communicated with Mr Naeem by whatsapp and did not meet him until the right of entry was executed on 6 February 2025.
9. Mr Alam told the Tribunal that Mr Naeem attended the Property on 6 February 2025 along with two workmen. He said that he was present in the Property with his wife and children. He said that Mr Naeem apologised for the state of repair of the Property and about his behaviour. He said that he was told the workmen would do whatever repairs were required. He said that Mr Naeem said that the rent arrears needed to be paid plus a payment upfront for the repairs. He said that he handed £7500 in cash to Mr Naeem who then left the Property. He said he told the workmen what needed done but no works were carried out that day.
10. Mr Alam told the Tribunal that not long after Mr Naeem left the Property a lady arrived at the Property to take photographs. Then a gentleman arrived with an iPad to carry out a survey. He said that one of the workmen told him that the Applicant was going to sell the Property.
11. Mr Alam told the Tribunal that he had money at that time as he had received payment of compensation after a car accident in 2022. He said the payment consisted of £3500 for himself, £2400 for his wife and £1200 for his daughter. He said that the payment was made some time before August 2024. The Tribunal asked Mr Alam if he had any paperwork to evidence the compensation payment being made. He said that he did not. The Tribunal asked Mr Alam why he handed over such a large sum of money to Mr Naeem when he had not met

him before. Mr Alam said that he trusted Mr Naeem because of the way he spoke to him. He said that he did not ask for a receipt for the payment or for any assurances that works would be done. He said he knew where Mr Naeem lived as he had picked up the keys for the Property there.

12. Mr Naeem told the Tribunal that Mr Alam repeatedly asked him to carry out repairs at the Property but whenever he sent anyone to do the repairs they were denied access. He said that he contacted Glasgow City Council repairing standards team and explained he was unable to access the Property to carry out repairs. He said that they told him to make a right of entry application to the Tribunal which he did. He said that the right of entry took place on 6 February 2025. Mr Naeem confirmed that the first time he met Mr Alam was on 6 February 2025. He said that Mr Naeem and his wife were present on 6 February 2025. He said that he attended the Property along with two workmen, one a gas engineer and one an electrical engineer. He said that a Tribunal Member facilitated access and then left. He said that on arrival at the Property Mr Alam was very angry. He said that he apologised to Mr Alam and told him that all works would be done. He said that he had provided Mr Alam with an EICR and gas safety certificate. He said that he understood the repairs required were radiators not heating properly and a few minor electrical issues. He said he told the workmen to take instruction from Mr Alam as regards the works required. He said that he wanted to demonstrate that he intended to have the works carried out. He said that he understood that the factor, Lowther, would deal with the leak in the bathroom.
13. Mr Naeem told the Tribunal that as at 6 February 2025 there was about 3 or 4 months of arrears outstanding. He said he told Mr Alam that if he had an issue with him, he could deal directly with the Applicant. He said the Applicant had provided to Mr Alam proof that they owned the Property. He said he did not tell Mr Alam that the Applicant was planning to sell the Property as that was confidential. He said that the plan was to have a survey carried out and that was why a lady attended the Property on 6 February 2025 to take photographs. He said that Mr Alam promised that once the repairs were completed he would pay all outstanding arrears. He said that they shook hands and he left the Property.
14. Mr Naeem said that Mr Alam did not give him any cash on 6 February 2025 or on any other date. He said that the first three rental payments were paid into his bank account. He said that he did not ask for any advance payments. He said that he submitted the application for a payment order and the application for an eviction order on behalf of the Applicant.

15. The Tribunal asked Mr Alam about the £5000 spent by him on the Property. He said that the work carried out was painting the whole Property white, fixing flooring in the living room and the children's bedroom as there were screws sticking out of the flooring and provision of lighting. He also said that he had carried out work to the balcony.

16. The Tribunal asked Mr Alam why he stopped paying the rent. He said that he stopped paying rent as there were repairs that needed to be carried out. The Tribunal asked Mr Alam to list the repairs. He said that they were :

- A sparking noise from electrical sockets in the kitchen and bedroom.
- Gas leak in the oven.
- No central heating.
- Windows were letting in a draft and were damp.
- The balcony was insecure.
- Water leaking from the bath which had caused the bathroom floor to collapse twice.

17. The Tribunal noted the photographs lodged by Mr Alam on 22 February 2026 and asked when they were taken. Mr Alam could not be specific but said that they were taken at the end of 2024. The Tribunal asked Mr Alam to review the photographs. Mr Alam said that the picture of a broken window was the window in the bathroom. He said the window was like that at the date of entry and that he fixed it. He said that the pictures of flooring were in the bathroom. He said that the pictures of pipes were below the sink in the kitchen. He said that the safety warning notice was issued regarding the cooker. He could not say when it was issued but it may have been September 2024.

18. The Tribunal asked Mr Alam when each of these repairs were notified to the Applicant. He said that the sparking from the electrical sockets was notified to Mr Naeem about six weeks after he took entry to the Property. He said he messaged Mr Naeem by whatsapp. He said Mr Naeem's response was to tell him to manage the property himself. As regards the gas leak in the oven, the lack of central heating and the leak in the bathroom, Mr Alam told the Tribunal that he did not notify the Applicant but he contacted Glasgow City Council. He said that they contacted Mr Naeem but he told them he was not being given access to the Property. He said that he also contacted the police. He said that he also contacted the Tribunal who told him to send a recorded delivery letter to the Applicant setting out the required repairs. Mr Alam said that he sent a

letter to Mr Naeem but nothing was done. As regards the windows and the balcony, Mr Alam said that they were included in the letter sent to Mr Naeem. He said that he then made an application to the Tribunal about the outstanding repairs.

19. Mr Naeem confirmed that a recorded delivery letter was received regarding repairs in November 2024. He said he sent it to the Applicant. He said he tried to carry out the repairs but access was denied. He said he spoke to Glasgow City Council and they suggested a right of entry application. He said that entry was obtained on 6 February 2025 but thereafter all tradesmen were refused entry. He said that the cooker in the Property was replaced on 7 February 2025 and he drew the Tribunal's attention to the receipt lodged. He said that after 6 February 2025 Mr Alam called him and threatened him with violence if he ever contacted Mr Alam again or tried to access the Property. He said he then stopped representing the Applicant and they instructed a solicitor. The Tribunal asked Mr Naeem why the relationship had broken down. He said he thought it was all about not paying rent and obtaining an eviction order in order to get council housing.
20. The Tribunal asked Mr Alam when the relationship with Mr Naeem broke down. He said it was at the meeting on 6 February 2025. He said he had trusted Mr Naeem because of the way he spoke to him but that trust was broken when the lady came to take photographs of the Property and then a man arrived to prepare a valuation. He said that he phoned Mr Naeem and asked why these people were attending the Property and Mr Naeem told him to ignore them. He said he then spoke to one of the workmen who told him that the Applicant intended to sell the Property and also told him a lot of things about Mr Naeem which made Mr Alam decide that he no longer wished to deal with Mr Naeem.
21. Mr Alam said that after that Mrs Husain of the Applicant contacted him and wanted to build a relationship. He said he told Mrs Husain about the repairs and she said she didn't know anything about that. He said that there was so much going on that he only wanted to deal with Mrs Husain if he could meet her face to face.
22. Mr Alam told the Tribunal that people were coming to the door of the Property to check who was living there but they were not workmen. He said that on one occasion someone tried to access the Property using keys but he had changed the locks. He said that he opened the door and the person told him they were from an agency and the Property was to let. He said the person was poorly dressed and had no identification so he did not allow them into the Property.

23. The Tribunal asked Mr Alam if the cooker was replaced. He said that it was not. He said that on around four occasions after February 2025 individuals tried to access the Property but he was not convinced that they were workmen so he did not allow them access.
24. Mr Naeem told the Tribunal that he understood that after February 2025 the Applicant contacted Mr Alam by email and provided proof that they owned the Property. He said he understood they asked for access to carry out repairs but were told that Mr Alam would not allow access.
25. The Tribunal asked Mr Alam about the impact on him and his family of the repairs not being carried out. The Tribunal asked if hot water was available. Mr Alam said that the shower was electric so hot water was available there. He said that the electric sockets were metal. He said that the “sparking” caused shocks when touched. He said the family had no heating during the winter and had to buy electric heaters. He said they did not use the gas cooker the whole time they occupied the Property. He said he thought the gas was leaking in the oven and when he tried to light it he burnt his eyes and beard. He said that the windows were drafty and steamed up inside. He said the balcony could not be used as it felt like it was about to fall down. He said the neighbour below the Property had complained about the bathroom floor collapsing through their ceiling. He said they contacted Wheatley Group who contacted Mr Naeem. He said they attended the Property and also found a leak in the kitchen. Mr Alam said that he could not use the shower in the bath as the bath felt unstable. He said he was concerned that the bath would fall through the floor to the flat below. He said he considered taking a knife into the shower with him so that if the bath collapsed he could protect himself against the dogs who lived in the flat below.
26. Mr Alam said that his wife was very upset about the lack of repairs. He said she had nightmares about dying in a fire. He said that she tried to commit suicide. He said he thought that was in September 2024.
27. Mr Naeem said that the Applicant did their best to carry out the repairs but Mr Alam chose not to provide access.

### **Findings in Fact**

The Tribunal made the following findings in fact:

1. On behalf of the Applicant, the Applicant's Representative agreed with the Respondent that the Respondent would take up a tenancy of the Property which commenced on 4 June 2024.
2. In terms of the tenancy agreement the rent was £750 per month.

3. The tenancy ended on 25 August 2025 when the Respondent vacated the Property.
4. The Respondent paid the rent due for the months June, July and August 2024.
5. The Respondent failed to pay the rent due for the period September 2024 to August 2025. The unpaid amount was £9,000.
6. Kasheef Naeem managed the Property on behalf of the Applicant at the time the Respondent took on the tenancy of the Property.
7. Mr Naeem ceased to manage the Property on behalf of the Applicant in February 2025.
8. Mr Naeem lodged the Application on behalf of the Applicant on 8 August 2025.
9. The Applicant applied to the Tribunal for assistance in taking entry to the Property. The right of entry was executed on 6 February 2025.
10. The Respondent first met Mr Naeem at the Property on 6 February 2025 when the right of entry was executed.
11. Mr Naeem attended the Property on 6 February 2025 and was accompanied by two workmen. On that date Mr Alam was present in the Property with his wife.
12. As at 6 February 2025 the rent arrears were £4,500.
13. Mr Alam did not make a cash payment of £7,500 to Mr Naeem on 6 February 2025.
14. The relationship between Mr Alam and Mr Naeem broke down after the meeting on 6 February 2025.
15. Mr Alam notified to Mr Naeem the need to carry out repairs to electrical sockets in the Property in September 2024.
16. Mr Alam notified to Mr Naeem the need to carry out repairs to the Property on 18 December 2024 the repairs being gas disconnected; issues with lights and electrical sockets; leak in bathroom; no central heating and windows not wind and watertight.
17. The Respondent did not allow the Applicant access to the Property between September 2024 and 6 February 2025 to carry out repairs.

18. The Applicant gained access to the Property on 6 February 2025 having made a right of entry application to the Tribunal.
19. The Respondent applied to the Tribunal for assistance regarding the need for repairs at the Property by making an application for a repairing standard enforcement order.
20. Tribunal Members carried out an inspection of the Property on 23 May 2025 and issued a Repairing Standard Enforcement Order dated 15 July 2025 (“RSEO”) which listed five items of repair which required to be undertaken.
21. The Applicant did not request access to carry out repairs at the Property after 6 February 2025.
22. The Applicant did not carry out the repairs notified by the Respondent on 19 December 2024 and as listed in the RSEO before the Respondent vacated the Property on 25 August 2025.
23. Failure to carry out the repairs notified caused inconvenience, stress and discomfort for the Respondent and his family.
24. The Respondent’s use and enjoyment, and that of his family, of the Property was negatively impacted as a result of the failure by the Applicant to instruct necessary repairs to the Property since the need for such repairs was notified to the Applicant’s Representative.

### **Findings in Fact and Law**

The Tribunal made the following findings in fact and law:

1. The Applicant failed to comply with their obligations under the Housing (Scotland) Act 2006 to ensure that the Property met the repairing standard at all times during the tenancy.
2. The Respondent is entitled to an abatement of rent in respect of the failure by the Applicant to ensure that the Property met the repairing standard at all times during the Respondent’s tenancy in the sum of £3,675.
3. A balance of £5,325 is due by the Respondent to the Applicant in respect of outstanding rent.

### **Reasons for the Decision**

28. Since 1 December 2017 the only competent way to constitute a private residential tenancy is in terms of the Private Housing (Tenancies)(Scotland) Act

2016 ("2016 Act"). Section 3 of the 2016 Act provides that such contracts do not require to be in writing. In this case the Parties did agree on the fundamentals of a tenancy being the identity of the landlord and tenant, the identity of the property and the monthly rent payable. Parties agreed that the date of entry was 4 June 2024 and that the tenancy terminated on 25 August 2025 when the Respondent vacated the Property. Mr Naeem, on behalf of the Applicant, agreed with Mr Alam that he would take a tenancy of the Property at a rent of £750 per month.

29. The Parties agreed that the rent for June, July and August 2024 was paid and that the rent that fell due in the following months was not paid on a monthly basis. Mr Alam's evidence was that he stopped paying rent due to outstanding repairs but that at the meeting on 6 February 2025 he made a cash payment to Mr Naeem of £7,500. Mr Naeem denied receiving any such payment.
30. The Tribunal requires to determine whether or not a cash payment of £7,500 was made by Mr Alam to Mr Naeem on 6 February 2025. Mr Naeem's evidence was that no such cash payment was made. Mr Alam's evidence was that he had the funds to make the payment as he and his family had received payment of compensation following a car accident. No documentation was provided to the Tribunal to evidence a claim for compensation being submitted or a payment being made. The evidence before the Tribunal was that Mr Alam's wife was in the Property on 6 February 2025 as were two workmen but neither Party offered evidence from those individuals to support their evidence.
31. Mr Alam's evidence was that he had not met Mr Naeem until the meeting on 6 February 2025. Mr Naeem agreed with that evidence. Mr Alam's evidence was that he had stopped paying the rent due to outstanding repairs. It was his evidence that he had consulted Glasgow City Council about the need for repairs and that the situation regarding repairs was such that his wife had attempted suicide in September 2024. It was apparent that the situation was extremely stressful for Mr Alam. Mr Naeem's evidence was that Mr Alam repeatedly asked him to carry out repairs but then denied access to the Property. He therefore made the right of entry application. His evidence was that at the meeting on 6 February 2025 he wanted to demonstrate an intention to carry out the works. He said that Mr Alam promised to pay the rent arrears once the repairs were carried out.
32. On balance, the Tribunal determined that Mr Alam did not make a cash payment to Mr Naeem at the meeting on 6 February 2025. It seemed to the Tribunal that it was implausible and inherently unlikely that Mr Alam would make such a payment. In February 2025 the rent arrears were £4,500. Mr Alam's evidence was that the state of repair of the Property was so bad that his wife

had attempted suicide. It was also his evidence that the meeting on 6 February 2025 was the first time he met Mr Naeem. The Tribunal considered that it was not plausible to suggest that, against that backdrop, Mr Alam would pay the arrears plus a further £3,000 before any repairs were carried out and without any assurance that they would be carried out. The Tribunal considered it likely that there would have been documentation available to Mr Alam that may have supported his evidence such as paperwork regarding the compensation claim. He could also have lead evidence from his wife. No “external” evidence was offered to the Tribunal. The Tribunal drew an adverse inference from the absence of any such external sources of evidence.

33. The Tribunal then considered the impact of outstanding repairs on the claim for payment of rent arrears. The legislation which governs a landlord’s obligation to repair is the Housing (Scotland) Act 2006 (“2006 Act”). Section 12 of the 2006 Act provides that the repairing standard applies to any house let for human habitation. Section 13 sets out the detail of the repairing standard, including the obligation to keep the house wind and watertight and to ensure that the installations for the supply of water, gas and electricity and for sanitation, space heating and water heating are in a reasonable state of repair and in proper working order. Section 14 provides that a landlord’s duty is to ensure that the house meets the repairing standard at the start of the tenancy and at all times during the tenancy. It provides that the duty to maintain the house at all times during the tenancy applies only where the tenant notifies the landlord or the landlord otherwise becomes aware that work requires to be carried out for the purposes of complying with the repairing standard. Section 14 goes on to state that the landlord should carry out the required works within a reasonable time of the landlord being notified of the need to carry out repairs. Section 16(4) states that a landlord is not to be treated as having failed to comply with the duty imposed by section 14(1) where the purported failure occurred only because the landlord lacked necessary rights (of access or otherwise) despite taking reasonable steps for the purpose of acquiring those rights. The model form of private residential tenancy provides that the tenant must give reasonable access for repairs to be carried out.

34. The Tribunal reviewed the evidence regarding notification of the need for repairs to be carried out and the response to those notifications.

35. A number of copy emails had been lodged. These included an email from Mr Alam to Mr Naeem dated 15 August 2024 which referred to “problems in the flat” and an email from Mr Naeem to Mr Alam dated 5 September 2024 requesting access to deal with repairs. The email referred to Mr Naeem having received a report from Glasgow City Council regarding a list of repairs. An email was lodged from Mr Naeem to Glasgow City Council dated 16 September 2024

in which Mr Naeem sought assistance to resolve the ongoing issues with regard to repairs and access. Glasgow City Council responded by email dated 16 September 2024 in which they stated they had left numerous voicemails for Mr Alam since 30 August 2024 but had received no response. A further email was lodged from Glasgow City Council dated 17 September 2024 which noted that they had spoken with Mr Alam and they had suggested to him that he contact Mr Naeem to allow access for repairs to be carried out. Email exchanges between Mr Alam and Mr Naeem were lodged dated 21 and 22 November 2024 which suggested the relationship had broken down and that proceedings for recovery of rent arrears were to be commenced.

36. Mr Alam's evidence was that he notified the need for a repair of electrical sockets around 6 weeks after he took entry to the Property. As regards the other repairs, Mr Alam's evidence was that he did not notify these to Mr Naeem but to Glasgow City Council. He then applied to the Tribunal for assistance by making an application for a repairing standard enforcement order ("Repairs Application") and as part of that process he sent a recorded delivery letter to Mr Naeem setting out the required repairs. Mr Alam did not indicate when this letter was sent. Mr Naeem's evidence was that it was received in November 2024.

37. The Tribunal had access to the information regarding the Repairs Application which proceeded under reference HPC/RP/24/4421. It showed that Mr Alam issued a notification to Mr Naeem by recorded delivery post on 19 December 2024. The repairs listed in the notification were :

- No gas
- Gas disconnected no cooking facilities
- Issues with sparks and shocks from electrical sockets and switches
- Issues with ceiling flickering lights
- Leaking from bathroom going down neighbours toilet their ceiling fall off twice
- No central heating
- Wind coming in from windows and having steamed windows all the time

38. The documentation lodged with the Tribunal indicated that "problems with the flat" were notified by Mr Alam to Mr Naeem on 15 August 2024 and that Glasgow City Council reported to Mr Alam the need for a number of repairs in September 2024. The need for specific repairs, similar to those listed in the

report from Glasgow City Council, was notified by Mr Alam to Mr Naeem by letter issued on 19 December 2024. The documentation indicated that Mr Naeem asked for access to carry out repairs in his email dated 5 September 2024. The emails between Glasgow City Council and Mr Naeem dated 16 and 17 September 2024 indicated that access had been requested and denied. It was not disputed that a right of entry application was pursued and Mr Naeem obtained access to the Property on 6 February 2025.

39. The Tribunal determined that the need for repairs to electrical sockets was notified on 15 August 2024. The need for the remaining repairs listed by Mr Alam were not notified until the recorded delivery letter listing them was issued on 19 December 2024. The Tribunal determined that although the need for repairs was notified, access to carry out repairs was denied until 6 February 2025. In those circumstances the Applicant could not take steps to carry out the repairs until 6 February 2025. The Tribunal considered that by 6 February 2025 the need for repairs had been notified and access had been provided. It was therefore from that date that the requirements set out in sections 14 and 16 of the 2006 Act were met and the Applicant was obliged to ensure the Property met the repairing standard.
40. Mr Naeem's evidence was that on or about 6 February 2025 the cooker was replaced. He produced a receipt dated 6 February 2025 from the Appliance Shed in support of this. Mr Alam's evidence was that it was not replaced. The RSEO listed five repairs which required to be carried out. The first item was to repair or replace the gas cooker. The Tribunal therefore determined that the gas cooker in the Property was not replaced in February 2025.
41. Mr Naeem did not dispute that the repairs notified by Mr Alam were necessary. The RSEO indicated the following repairs were required : repair or replace the gas cooker; inspect, test and repair the heating system; instruct an electrician to inspect the electrical installations and carry out any necessary repairs; repair the defective shower screen / seals / tiling around the bath ensuring that the installation is watertight; repair damaged flooring in bath area and undertake repairs to all windows as required including replacement of panes affected by condensation.
42. Mr Alam's evidence was that none of the repairs were carried out before he vacated the Property in August 2025. He said that individuals did attend the Property on occasion but they were not there to carry out repairs. Mr Naeem's evidence was that he understood that the Applicant asked for access to carry out repairs after 6 February 2025 but no access was provided. Mr Naeem had told the Tribunal that he ceased managing the Property in February 2025. He would therefore have no direct knowledge of what was happening as regards

repairs. No evidence, such as copy emails or letters, was lodged indicating that access had been requested but denied. The Tribunal determined that the Applicant made no attempt to carry out the repairs notified by Mr Alam to Mr Naeem after 6 February 2025.

43. Tenants who notify landlords of the need for repairs in order to ensure the repairing standard is met at a property have various rights in the event of a failure by the landlord to meet the required standards. One remedy is to claim an abatement of rent which the Respondent did in this case.
44. The leading authority on abatement is the opinion of Lord President Inglis in *Muir v McIntyre* 1887 14 R 470 at page 472 where he said “...it is quite settled in law that an abatement is to be allowed if a tenant loses the beneficial enjoyment of any part of the subject let to him either through the fault of the landlord or through some unforeseen calamity which the tenant was not able to prevent.” This opinion is affirmed in *Renfrew District Council v Gray* 1987 SLT (Sh Ct) 70, where Sheriff Principal Caplan said that abatement is based on the fact that the tenant should not pay for rights they never enjoyed.
45. When abatement is being claimed, consideration needs to be given to the extent and the duration over which the Respondent was denied beneficial enjoyment of part of the Property. For each of the repairs notified, the Tribunal considered that the time period over which abatement should be applied is 6 February 2025 to 25 August 2025, a period of some 7 months. When assessing what would be a reasonable abatement the Tribunal requires to take into account the overall inconvenience which the Respondent and his family had to suffer.
46. As regards the electrical installations, Mr Alam’s evidence was that the “sparking” caused him to burn his eyes and beard. It was also his evidence that his wife had nightmares about dying in a fire. As regards the cooker, Mr Alam’s evidence was that it could not be used for the entire period of the tenancy. As regards lack of central heating his evidence was that he had to purchase electric heaters. As regards the windows he said they let in a draft and steamed up. As regards the leak in the bathroom, Mr Alam’s evidence was that he could not use the shower as it felt unstable although the children could use it. His evidence was that he feared the floor would collapse.
47. The Tribunal considered that an abatement of the rent for a period of 7 months was appropriate in respect of the failure to repair as follows : 10% in respect of the electrical installations; 10% in respect of the cooker; 25% in respect of the central heating and the windows and 25% in respect of the bathroom. Taken together, the Tribunal determined that an abatement of 70% of the rent for a

period of 7 months was fair and reasonable. The rent was £750 per month. Rent for the 7 month period is £5,250. 70% of that figure is £3,675.

48. The Tribunal determined to make an Order for payment. In terms of the tenancy agreement rent was due at the rate of £750 per month. The Respondent failed to pay the rent in full for the period September 2024 to August 2025. The unpaid amount was £9,000. After deduction of the abatement of rent of £3,675, a balance of £5,325 remains due.

### **Decision**

The Tribunal grants an order for payment of £5,325.

### **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.**

**Joan Devine  
Legal Member**

**Date : 6 March 2026**