



**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/25/4821

Re: Property at 25 Clerk Street, Brechin, DD9 6AF (“the Property”)

Parties:

Mrs Elaine Nicoll, 10 South Drive, Liff, Dundee, DD2 5SJ (“the Applicant”)

**Mr Ian Sturrock, 205 Methilhaven Road, Methil, Leven, Fife, KY8 3LF (“the
Respondent”)**

Tribunal Members:

Melanie Barbour (Legal Member) and Gerard Darroch (Ordinary Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that it would grant a payment order for FIVE THOUSAND
NINE HUNDRED AND NINETY-EIGHT POUNDS SIXTY-FOUR PENCE (£5,998.64)
STERLING**

1. Background
2. An application was made under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment.
3. In attendance were the applicant, the respondent’s representative, Mr Marshall, from Fife Law Centre and the respondent.

4. Both parties had replied to the tribunal direction and submitted supporting evidence.

5. A hearing took place on 31 August 2026.

6. Discussion

7. The applicant moved to amend the sum sought to £5998.64 as at 15 August 2026. The tribunal confirmed they would allow this amendment.

8. The respondent admitted that some of the debt was due, but advised he was seeking a rent rebate on part of it. The sum he sought to reduce was £3,900.00. His argument was based on a lack of access to a car parking space which was part of his tenancy agreement. He submitted that it had been accepted by both parties that he had not been able to use this parking place for a period of time. His position was that there had been an issue with this parking space from the start of the tenancy. He said he had submitted documentary evidence to support his position.

9. The respondent gave evidence. He confirmed that he had been advised that there was a parking space as part of a tenancy agreement at the time of taking the tenancy. The respondent advised that he chose to rent that particular property because of the private space that came with the accommodation. He stated this was a main reason for him taking it. He stated that there was no on-street parking. A parking warden goes around daily. He said that the parking difficulties in the private car park were such that he spoke to the local pub near the property, and they had given him permission to park his car in their car park. There were no other spaces available on the street.

10. He advised it was important to have a parking space so he didn't have to park on the street. He needs his car to get back and forth from work. He said that the area can get busy because there's a school close by and parents can pick up and collect their children and park around there. He said there had been

ongoing issues that someone kept stealing his parking space. This had gone on since the day that he'd moved into the property. He said that the landlord may suggest that he'd only raised it in 2019; however, the reason for this was that he did not realise which parking space he had when the contract was entered into. He hadn't realised straight away that the parking space next door had been stolen by the next-door neighbour, but he knew he had a parking space because it was set out on the title deeds to the property. The tribunal asked him to elaborate further on the fact that he said his reason for renting the property was because it was an available parking space, but then he did not know where the parking space was; he advised that it was not until he'd looked at the title deeds.

11. The respondent was asked whether the issue had been resolved in March 2020. He advised that he couldn't recall the exact dates. He didn't think he'd ever received any emails or phone calls from the solicitors. He advised it was through emails from the applicant's mother. He remembered the wall being repaired. While he couldn't recall exact dates, he said that the matter had been long and drawn out. It wasn't until the people who had taken his parking space had moved out that it was resolved; he wasn't sure when. He thought it was later than the applicant was suggesting; he thought it was 2022. He was asked why he came to that conclusion; he said that he remembered the applicant's mother had had bollards installed. He thought that time coincided with when the matter was resolved. He also indicated that it had still not been resolved.
12. He was asked whether other parking was available, but just not the correct parking space, and he advised that yes, there was other parking available; however, other people had been parking there too.
13. He was asked whether he'd asked the landlord for an abatement of rent in 2019. He advised that he did not dispute anything at that time. He was asked if withheld any rent at that time. He said no. He said he wished to withhold rent now.

14. Reference was made to a 16 August 2019 e-mail from the applicant to her solicitor. The parking space was referred to at the bottom of the first paragraph of the email. The respondent had been inconvenienced for two years, at least before May 2019. In the second paragraph, it said that the applicant had spoken to the respondent. Since he first moved into the property, the space had been used by others to park in.
15. In terms of valuing the loss to the respondent. The respondent advised that the parking space was of value. It was right next to the property and was a dedicated space. This is a private relationship between two private parties. The local authority can offer amenities at a substantial reduction. The respondents submitted that £15 a week was a reasonable sum to value the car parking space. The respondent's agent explained why he had sought £15 a week as a fair value for the parking space. He noted that the council can offer lock-ups at subsidised rates; they are the council, and a large authority. The lock-ups are not located directly next to the place in question, and that should also be taken into account. There was a benefit to having a car parking space located close to where you lived. He felt this was a fair valuation.
16. The respondent was asked to comment on whether or not any right to seek reduction to the rent had prescribed. In relation to the question of prescription, the respondent's agent advised that if the matter was not resolved until 2022, then the right to claim reduction in rent had not expired.
17. In summary the respondent's agent submitted that there had been an issue at the outset of the tenancy where the respondent was not able to use the parking space. Matters came to a head in May 2019 when the respondent advised the landlord about this matter. The matter had gone on until 2022, when the parties who used the parking space moved out of the property. The respondent had incurred loss reasonably estimated at £15 per week, which was a little more than £2 per day for parking his car. He required access to the property for parking; he needed his car for work, and this was a fair market value for the cost of the parking space in Brechin.

18. The applicant advised she was first made aware of the parking difficulty on 20 May 2019. This was when the respondent and neighbour had both contacted her letting agent. She had contacted her lawyer. The applicant advised she came to an agreement with the neighbour in 2020 and advised the respondent in 2020 of what had been agreed in terms of using the parking space. She said that the respondent had been able to use the parking space until a wall was knocked down in May 2019, and use a space again after she had agreed spaces with the neighbours in March 2020.
19. She said matters were formally resolved in 2022 when the title deeds were finalised then, but the parking places were agreed in writing on 15 March 2020. She advised the tenant that he could use the parking space adjacent to the property in 2020. Her lawyers had contacted him and told him he could use that space. She advised that in August 2022 the title deeds were formally changed.
20. The applicant was referred to her e-mail of 15 March 2020.
21. She was asked whether she was aware of other issues between 2020 and 2022, she said no, she hadn't been aware of any issues since 2020. She was asked whether she'd heard again from the respondent after that date she said no. The wall had been reinstated, and she understood the parking had been resolved.
22. The applicant advised the date when the bollards were fitted was 4 September 2019.
23. The applicant stated that she thought the calculation of £15 a week was too high. She referred to the evidence that the respondent had submitted. She suggested that the evidence submitted was distinct from this parking space.

24. There had been 42 weeks of issues with parking, and she had reduced the amount of rent for 42 weeks at £9.40, which came to £379.64.

25. In summary, the applicant advised she was not aware of the issue until 24 May 2019 and, as soon as she was aware of it, she acted upon it in a straightforward way, and the issues were resolved on 15 March 2020. The title deeds were not rectified until August 2022, but the issue was resolved in 2020. She rejected the amount that the respondent was claiming. She advised that he had never asked for a reduction in rent during the period from December 2019 and thereafter.

26. Findings in fact

27. The Tribunal found the following facts established: -

28. There existed a short assured tenancy.

29. The tenant was Ian Robert Sturrock.

30. The landlord was Elaine Catto or Nicoll.

31. The property was 25 Clerk Street, Brechin.

32. It commenced on 27 May 2017.

33. The tenancy stated that rent was £450 a calendar month payable in advance.

34. As at 15 August 2026, the rent arrears were £5,998.64.

35. The respondent had failed to pay the balance of the rent increases. The rent arrears had been steadily accruing.

36. The respondent had failed to enter into a repayment arrangement with the landlord.

37. Between May 2019 and March 2020, the respondent had not been able to use the designated parking space for the property.

38. The respondent did not seek any rent rebate on or before March 2025 in relation to his inability to use the parking space which he was entitled to use as part of this tenancy agreement. Any claim for a rent rebate had prescribed around that date in May 2025.

39. Reasons for Decision

40. Section 16 of the Housing (Scotland) Act 2014 Act provides the Tribunal with the power to deal with civil matters arising out of assured tenancies. Liability for failure to pay contractual rent is such a matter arising out of that contract.

41. The applicant confirmed that she sought an order for payment. She had provided a copy of the tenancy agreement and rent statement. The arrears were £5998.64 as at 15 August 2026. The rent statement was provided in support of the application, and it showed how the arrears had accrued. We find that the sums are due.

42. The respondent effectively counter-claimed and argued that there should be a rebate to the rent due as he had been unable to use a parking space which was part of the property for a period of time during his let.

43. The tribunal considered that if there was to be a rebate to the rent in terms of the loss of right to a parking space, then the estimated sum by the respondent's agent of £15 per week appeared to us to be reasonable. The agents explained that there was no obvious equivalent to a private parking space in Brechin, and therefore he had used the local authority rental costs for a lock-up and increased the sum as the space was next to the property, and it was between two private parties. We found his approach to be reasonable.

44. The tribunal finds that the problems with the parking space were not notified to the applicant until 24 May 2019 and the matter was resolved by 15 March 2020. We do not find that this matter was raised earlier by the respondent. As the applicant was not aware of it, she could not take action to resolve it prior to 2019.

45. The issue of a rent rebate for the lack of a parking space was not raised until the respondent became a party to the eviction and rent recovery proceedings. The application was not accepted until 18 February 2026, and the papers were served on the respondent after that date. A significant amount of the arrears

relate to periods after the parking space was resolved. We do not consider that rent was withheld due to the lack of any parking space. We consider that any claim for a reduction in rent would have had to be made by the respondent within the five year period starting from when the matter was resolved (the last date of loss). As we find that this was in March 2020 we consider that any right to make a claim for loss prescribed in March 2025. The respondent was unable to provide any evidence to support his position that the problems with the parking space had gone on for longer than March 2020. We found him to be extremely vague on the dates when things occurred. Of particular relevance, he suggested that matters were resolved when the bollards were put up. The applicant advised that the bollards were erected in 2019. If this is correct, that would mean that the issue of parking was resolved even earlier than the applicant accepted. The applicant has provided some documentary evidence to support her position, and on the basis of that evidence, we are prepared to find her position more likely than the respondent's. In all the circumstances, we make no award to reduce the amount of rent due to the applicant.

46. Decision

47. The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that it would grant a payment order for **FIVE THOUSAND NINE HUNDRED AND NINETY EIGHT POUNDS AND SIXTY FOUR PENCE (£5,998.64) STERLING.**

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.

Melanie Barbour

Legal Member/Chair

Date 13 September 2026