Housing and Property Chamber
First-tier Tribunal for Scotland

**First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal")**

**STATEMENT OF DECISION OF THE TRIBUNAL**

**UNDER SECTION 71**

**OF THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016**

**In connection with**

**4 David Crescent, Dunfermline, Fife KY11 8HZ ("the Property")**

**The Parties:**

**Claire McDonald and Colin McDonald, 6 Telowie Avenue, Burns Beach, Perth, WA 6028, Australia ("the Applicant")**

**Emma Williamson and Christopher Williamson, 4 David Crescent, Dunfermline, Fife KY11 8HZ ("the Respondents")**

**Tribunal Reference number: FTS/HPC/CV/25/1370**

**Tribunal Members:**

John McHugh, Chairperson

Andrew Taylor, Ordinary (Surveyor) Member.

**DECISION**

The Tribunal determined that an Order for payment of the sum of £1048.03 should be made in favour of the Applicant.

**Background**

By application dated 31 March 2025 (hereinafter referred to as "the Application"), the Applicant applied to the Tribunal for an order for payment by the Respondent of the sum of £2096.06 being rent due in January and February 2025.

There was a simultaneous application by the Respondent (FTS/HPC/RP/25/1758) in which the Respondent complained that the Property did not meet the statutory repairing standard.

On 6 December 2025, the Tribunal determined that the Property did not meet the repairing standard and made a Repairing Standard Enforcement Order ("RSEO") as follows:

*"The Tribunal now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the House meets the repairing standard and that any damage caused by the carrying out of any work in terms of this Order is made good.*

*In particular, the Tribunal requires the Landlord:*

*1 To provide a report from a suitably qualified electrician (eg SELECT, NICEIC or NAPIT registered) which confirms that the electrical installations in the property are in safe working order such report to confirm specifically the position in relation to the wire in the area of the boiler in the kitchen.*

*2 To re-decorate the water stained bedroom ceilings.*

*3 To repair or replace the internal living room door such that it is capable of being opened and closed without difficulty.*

*4 To provide window blinds for the windows in the kitchen; living room and front bedroom.*

*The Tribunal orders that the works specified in this Order must be carried out and completed within 42 days from the date of service of this Notice."*

The time limit for compliance with the RSEO was extended at the request of the Applicant in this application (the Respondent in the repairing standard application).

On 6 October 2026, after an inspection on 21 August 2026, the Tribunal determined that the works required by the RSEO had been completed.

The Respondent argues that the rent sought should not be payable or should be reduced to reflect both the defects noted in the RSEO and the following:

problems with the boiler;

problems with the cooker;

a broken garage door;

broken washing machine;

a malfunctioning shower;

and a hole in the roof

**Submissions at the Hearing**

A Hearing took place by way of telephone conference on 5 November 2026. Martin Urquhart of DJ Alexander, the Applicant's letting agent represented the Applicant. The Respondents represented themselves.

Both parties had produced detailed written submissions in advance of the Hearing which were helpful. The Respondent's general position was that there had been a long history of reporting repairs issues with the Applicant having failed to address those issues effectively or within a reasonable time.

Both parties are agreed that rent of £2096.06 is unpaid. The Respondents initially withheld payment to encourage repairs. The Respondents consider that this amount should not be paid on the basis that the Property has suffered a number of maintenance issues which have materially affected their use and enjoyment of it.

<u>Boiler</u>

A new boiler was fitted in February 2025. It was noisy. The problem was eventually traced to an airlock which was addressed in August 2025. The Respondents had never been without hot water. The Respondents had not used the heating in the period up to August so could not say whether it worked but it had not worked when turned on for the first time in August. In August, an engineer noticed that a live wire had been left behind the boiler. This was made safe. No injury or loss occurred but it was a cause of some distress to the Respondents that there had been a risk of injury from the live wire over a period of months.

<u>Garage Door</u>

The garage door stopped working on 10 March 2025. It stuck open. This was a great concern to the Respondents since they feared that their valuables stored within the garage might be stolen. One of the Respondents spent a night in the car to guard against theft. The Respondents then moved their valuables out of the garage until the repair was complete. These included a server rack which Mr Williamson used for his work. He hired an alternative cloud-based facility. Although the repair was carried out by 7 April, the Respondents were concerned that it had not been treated as an urgent repair. Mr Urquhart's records showed that a repair contractor had been arranged for the date following the report. The Respondents thought that was not correct.

Blinds

Window blinds were removed by the Applicant during window replacement works in 2022. There were curtains in the bedroom but no alternative window coverings in the living room and kitchen. The living room blind was fitted in 3 February 2026. The remaining two window blinds were not addressed until the RSEO was fully complied with. The Respondents felt a lack of privacy when they were without blinds.

Doors

The internal lounge door was difficult to close because it had delaminated. This had been the case since the beginning of the tenancy. Although the Respondents did not consider it a serious issue, they had expected it to be addressed within a reasonable time and they did not consider the 4 and a half years taken to be reasonable.

Decoration

There had been damage to ceilings by water ingress in 2022. The Respondents thought that the bedroom ceilings had not been re-painted until 2025. There was some uncertainty as Mr Urquhart had records showing painting but it was unclear whether this was in respect of the same ceilings.

Roof

A hole in the roof was discovered by a tradesman working on the Property on 27 March 2025. It was repaired on 29 March 2025. This had not caused any interruption to the Respondents' use of the Property although there was some discussion about whether it might have been the source of water staining which required re-painting.

Washing machine

The washing machine stopped working on 20 November 2024. A replacement was delivered on 13 February 2025. In the meantime, the Respondents had spent time and money using outside laundry facilities over the winter. The Applicant had offered £200 compensation for the inconvenience. This was refused by the Respondents as being insufficient.

The Respondents had produced a list of historic maintenance issues (including problems with the cooker) and referred to more recent ones. These were offered not

as the basis of a specific claim but as examples which they felt demonstrated an unwillingness by the Applicant to address repairs meaningfully and which they felt had forced them to withhold rent and to bring this and other Tribunal applications.

**Findings in Fact**

The Tribunal made the following findings in fact:

1 The House is a purpose built modern detached house.

2 The Tenant has occupied the House since 2021.

3 Claire McDonald and the Tenant are the parties to a Private Residential Tenancy Agreement dated 3 and 4 August 2021.

4 Claire and Colin McDonald are the registered owners of the House.

5 The provisions of Chapter 4 of Part I of the Housing (Scotland) Act 2006 apply to the tenancy.

6 Rent was payable at the rate of £1048.03 per month during the January-February 2025 period.

7 The Respondents have not paid the two instalments of rent due in January and February 2025.

8 A new boiler has been installed on 7 February 2025.

9 A loose wire behind the new boiler was found to be live.

10 There was some noise from the boiler because of an airlock. This was resolved in August 2025.

11 Window blinds were taken down by the Applicant and not replaced in 2022 in the living room, kitchen and front bedroom until the time of the Applicant's response to the RSEO.

12 Water staining was present on the ceilings of the bedrooms for some time in 2025.

13 The living room internal door has partly delaminated and had been in that condition since the beginning of the tenancy until it was repaired in response to the RSEO.

14 The washing machine stopped working on 20 November 2024. A replacement was delivered on 13 February 2025. The Applicant offered £200 compensation for the inconvenience. This was refused.

15 The shower was not working properly from 21 November 2024 and was repaired by 27 March 2025.

16 The garage door was broken on10 March 2025 and repaired by 7 April 2025.

17 A hole in the roof was identified on 27 March 2025 and repaired by 29 March 2025.

**Reasons for the Decision**

As regards those issues with the Property noted in the RSEO, these can be taken to have been in existence from the date of the repairing standard application (22 April 2025) until the date of the re-inspection (21 August 2026). It is likely that, in fact, these issues persisted for some time before the application date. An exception is the living room blind which had been addressed by the time of the Tribunal's first re-inspection on 3 February 2026.

The live wire issue existed for a period between January and August 2025.

The washing machine stopped working on 20 November 2024. A replacement was delivered on 13 February 2025.

The shower was not working properly from 21 November 2024 and was repaired by 27 March 2025.

We consider that the periods when the Respondents were without a working washing machine, properly working shower and window blinds represented a significant reduction in their ability to enjoy the use of the Property.

We also accept that the presence of the live wire caused distress which also affected that enjoyment.

The other factors identified appear to the Tribunal to be relatively minor with the effect that we did not think that they would be likely to have a material effect upon a tenant's enjoyment or use of the Property.

The Respondents had suggested that an order for expenses might be appropriate based on the Applicant's agent's failure to attend an inspection in the repairing standards case. The absence was excusable and was explained at the time. It did not materially affect the process. We do not think that it was an example of unreasonable conduct justifying an award of expenses, nor do we identify any other basis to make an award of expenses. In any event, the inspection related to a separate application from the present one.

The Respondents had raised that it sometimes appeared that there was an allocation of responsibility between the Applicant and the Applicant's letting agent but that they considered that should be irrelevant to their case. The Tribunal confirmed that the party to the current Application is the Applicant and the letting agent's actions are regarded as those of the Applicant.

The Respondents were also concerned that contractors employed by the Applicant were related to the Applicant's agent which caused them to believe that they may not take as rigorous an approach to matters of safety as a truly independent contractor would. The choice of contractor is for the Applicant and we do not find any demonstrated cause for concern in this respect.

Calculating a sum which reflects the various problems experienced and takes into consideration the length of the period of time involved cannot be an exact exercise.

The Tribunal considers that it is appropriate to employ the broad brush approach which is commonly applied in actions of damages.

We consider that in the above circumstances, the sum of one month's rent as at January 2025 levels (£1048.03) represents a reasonable amount to reflect the Respondent's loss of enjoyment of the Property. We therefore will make an Order in favour of the Applicant in an amount which is one half of the two months' rent sought.

**Decision**

The Tribunal determined that an Order for payment by the Respondent to the Applicant of the sum of £1048.03.

The decision of the Tribunal was unanimous.

**Right of Appeal**

**A landlord, tenant or third party applicant aggrieved by the decision of the Tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only within 30 days of the date the decision was sent to them.**

**Signed ……** **Date 6 November 2026**

**JOHN M MCHUGH**

**Chairperson**