



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/24/2267

Property: 29d Bannockburn Road, Stirling FK7 OBP (“Property”)

Parties:

Blair Pursell, 24 Borrowlea Road, Stirling FK7 7SF (“Applicant”)

Bryan Taylor, 29d Bannockburn Road, Stirling FK7 OBP (“Respondent”)

Tribunal Members:

Joan Devine (Legal Member)

Gordon Laurie (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined that an order for payment of £4,722.00 should be made.

1. The Applicant sought an order for payment of £1445 in respect of arrears. The Applicant had lodged Form F. The documents produced were: a Tenancy Agreement which commenced on 1 June 2019 (“Tenancy Agreement”) and a statement of rent arrears.

Case Management Discussion (“CMD”)

2. A CMD took place before the Tribunal on 16 September 2024. Reference is made to the note of the CMD. The outcome of the CMD was that the Tribunal fixed an evidential hearing to take place on 28 February 2025 and issued a direction which sought a response no later than 14 days before the hearing. On 13 February 2025 the Applicant lodged a copy rent increase notice which sought to increase the rent to £630 per month with effect from 1 November 2024 and a statement of rent arrears as at February 2025 which indicated arrears of £6,790.00. A copy of the submission was sent to the Respondent.

Hearing

3. A Hearing took place on 28 February 2025 at Wallace House, Stirling. Both the Applicant and the Respondent were in attendance. The purpose of the Hearing

was to hear evidence regarding the application in this case and the conjoined application for a possession order in case reference FTS/HPC/EV/24/1756.

4. Before the Hearing commenced the Respondent told the Tribunal Clerk that he had lodged various documents within the past 14 days. It was noted these had not been received by Tribunal Administration. The Tribunal suggested the Respondent could produce the documents by sending another email which would be given to the Applicant for consideration. The Respondent sent an email containing 8 photographs and one audio recording.
5. The Tribunal started the Hearing and offered the Applicant an opportunity to consider the photographs in the waiting room. He said he was content to review them in the Hearing room. The Tribunal asked the Respondent who spoke on the audio recording. He said it was him and the Applicant. The Tribunal asked the Applicant if he had consented to being recorded. He said that he did not. The Respondent said he made the recording with his phone in his pocket and he had not sought permission from the Applicant. The Tribunal said that in those circumstances the audio recording would not be considered.
6. The Tribunal noted that the updated statement of arrears lodged indicated a balance due of £6,790.00. The Applicant confirmed that was correct. The Respondent confirmed the figure was correct. The Tribunal allowed the sum claimed to be amended to £6,790.00. The Tribunal noted the rent increase notice and asked the Respondent if he objected to the rent increase. He said that he did not take any steps to object as he had expected that the Tribunal process would have been completed before the proposed increase took effect. The Tribunal noted that at the CMD the Respondent had told the Tribunal that he had lodged funds in a separate bank account to pay the rent and asked if that remained the case. The Respondent said that after the CMD he had lost his job. He said that he no longer held any funds in a separate account for the rent.
7. The Tribunal noted that at the CMD the Respondent had indicated rent had been withheld as there were outstanding repairs at the Property. The Respondent confirmed that was correct. The Tribunal noted that the repairs referred to at the CMD had been the boiler, the oven and water ingress. The Tribunal stated that each issue be dealt with in turn.
8. **Boiler** – The Respondent said that the first issue was a leak in the boiler which arose shortly after he moved into the Property in June 2019. He said the Applicant repaired it and that lasted a couple of months. He said that the boiler broke down again in March 2020 just after lockdown started. He said that a plumber visited and said that a part was needed which may take a while to

arrive due to lockdown. He said the plumber told him he could fix the issue but the age of the boiler was such that something else would probably go wrong fairly quickly. He said that it took around 2 months for the spare part to be obtained and the boiler to be fixed. The Respondent said that while the boiler was broken he had no heating or hot water. He said that he went to his mother's home to shower. He said that caused friction because of the lockdown. He said his mother was classed as vulnerable. He said that he had small electric heaters for heating. The Respondent said the boiler then functioned for about 6 months until January 2021 when it broke down again. He said that the boiler was fixed in January 2021 and after that it would break down intermittently. He said he would report the issue to the Applicant and the boiler would be repaired within a few days. He said this carried on until about August 2024 when the boiler was replaced. He said he told the Applicant that the boiler needed to be replaced but the Applicant responded by saying he needed funding for the replacement. He said that he generally reported the need for repairs to the Applicant by telephone.

9. The Applicant told the Tribunal that he did not recall there being an issue with the boiler in June 2019. He said that in March 2020 there was an issue and a plumber attended the Property. As it was at the start of lockdown, it took a while for the spare part to be obtained. He said he thought it took around 2 weeks, not 2 months. He said that he had an invoice from the plumber dated 7 April 2020 for replacing a gas valve, a mechanical clock and 2 hours of labour. He said that in March 2020 the plumber quoted £7500 to replace the boiler and £500 to repair it. He said that he did offer to provide heaters and an electric shower but the Respondent said he would shower at his mother's home. The Applicant said that the boiler was replaced in July 2023. He said he had an invoice dated 1 July 2023 for the replacement. The Respondent said that, on reflection, he agreed that the boiler was replaced in July 2023 rather than August 2024.
10. The Tribunal asked if annual inspections were carried out for the gas safety certificate. The Applicant said that they were and that no issue was highlighted regarding the boiler. The Respondent confirmed that annual inspections were carried out for the gas safety certificate. The Respondent said that the Applicant did not offer heaters or an electric shower when the boiler was broken. As regards the invoice from the plumber dated 7 April 2020, the Respondent said that the repair to the boiler at that time was in two parts. The first issue was fixed and then another issue arose although he could not recall the full detail of the repairs that were needed.
11. **Oven** – The Respondent told the Tribunal that the issue with the oven was that there are no “decals” on the oven control knob which meant he could not

accurately control the oven temperature. He said the oven had been like that since he moved into the Property. He said there is a thermometer inside the oven. He said he told the Applicant about the issue and he said he would replace the oven but did not do so. The Respondent said that he bought a cheap air fryer to use instead. He said he later bought an additional more expensive air fryer. He said that he can use the hob but not the oven or grill. He said he did not “push” the issue regarding the oven but did mention it 2 or 3 times. He said that he sent an email about the oven a few years into the tenancy and the Applicant responded saying he understood the Respondent used an air fryer.

12. The Applicant told the Tribunal that he offered to replace the oven when the Respondent moved into the Property but the Respondent said that was not necessary as there is a thermometer in the oven. He said that no issues were raised about the oven when the gas safety checks were carried out. He said the lack of decals does not affect how the oven works. He said he did not recall the Respondent notifying the need for a repair to the oven aside from the email referred to.

13. **Water ingress** – The Respondent told the Tribunal that the roughcast on the exterior of the Property was badly cracked. He said the Property is above a shop and that the front door is above a flat roof to the back of the shop. He said it was that wall where the roughcast was cracked. He said that inside the Property the window seals are old as is the external mastic sealant around the windows. He said that the windows are UPVC double glazed windows. He said that the rubber seal on the bottom of the front door frequently comes off. He said that when the weather is bad water comes through all of the windows. He said that the water ingress has caused damp and mould. He said that the Property is a 2 bedroom flat with a kitchen and living room to the front. He said he cannot leave the windows open in the bedrooms as they are on the side of the Property above the flat roof which presents a security issue. He said he can open the windows in the kitchen and living room which helps with the damp in those rooms. He said that the damp in both bedrooms is so bad that he now sleeps in the living room.

14. The Tribunal noted the photographs lodged by the Respondent. He told the Tribunal that picture 1 is of the spare bedroom and it showed paint flaking above the skirting board. He said that picture 2 is his bedroom and showed damp below the window. He said that picture 3 was also his bedroom and showed water marks on the window and window sill. He said that picture 4 was also his bedroom and showed failed mastic. He said that picture 5 showed black mould above the front door. He said that picture 6 showed the rubber seal dislodged on the front door and warped floorboards in the hallway. He said that picture 7 was his bedroom as was picture 8 which he said showed water on the window

sill. He said that the photographs had been taken within the last few weeks in preparation for the Hearing.

15. The Respondent told the Tribunal that he had told the Applicant in March 2020 that there was an issue with water ingress. He said the Applicant visited the Property and he showed him the bedrooms and the seal coming off the front door. He said the Applicant put the seal back in place but it would come off again when the door was opened. He said the Applicant told him that he would "get something sorted". He said that eventually the Applicant's brother in law painted the outside of the building on the wall where the front door was situated. He said the work may have been done at the end of the summer of 2020 but he was not sure. He said that helped for a short time. He said that the Applicant did nothing about the windows. The Respondent said that every time the Applicant was at the Property he would mention the water ingress issues to him.
16. The Applicant told the Tribunal that he was first told about the water ingress issue in March 2024 which was after he started to chase the rent arrears in February 2024. He said that the outside wall was re-rendered where necessary and painted. He said he did not have an invoice as his brother in law did the work and did not charge him. He said the work was done after March 2020.
17. The Respondent told the Tribunal that he sent an email to the Applicant about the window seals. He checked his phone and told the Tribunal that the email was dated 13 June 2022. He said that the Applicant replied to the email saying he was obtaining quotes but nothing was done. The Tribunal asked the Respondent if he had considered applying for a repairing standard enforcement order. He said that he had considered that but decided not to as he was concerned the Applicant may then seek to evict him.
18. The Applicant told the Tribunal that the work to the exterior of the Property was done in September 2022. He said he had photographs of the completed work. He sent the photographs to Tribunal Administration. The Tribunal Clerk then sent them to the Tribunal and the Respondent. The Respondent said that he agreed the work was done in September 2022. He said the photographs did not tell the Tribunal anything about the seals around the windows.
19. The Tribunal asked the Applicant about the email from the Respondent sent on 13 June 2022. He said that he was trying to get quotes for the windows. He said his brother in law did the re-rendering, painting and also applied sealant to the windows. The Respondent said that he agreed that the Applicant's brother in law had replaced the failed render and painted the wall but he said that he only applied a small amount of sealant to the bedroom window.

20. The Applicant told the Tribunal that he heard nothing further about water ingress after the work was done in September 2022 until March 2024 after he had started to chase the rent arrears. He said he had been in the Property between September 2022 and March 2024 but did not notice any issues caused by water ingress. He said he disputed that water ingress was mentioned by the Respondent between September 2022 and March 2024.
21. The Applicant told the Tribunal that he contacted a contractor about the damp on 4 March 2024 and he was willing to go to the Property that day. He said the contractor inspected the Property and told him that further investigation was required to establish the cause of the damp. He said the contractor said that the issue could be the roof, the windows or rising damp. He said the contractor did not report having taken damp meter readings. He said the contractor was not willing to do the work. He said that he had another contractor attend the Property that same week. He said that the second contractor could carry out necessary repairs once someone had identified the source of the water ingress. He said that the next day he arranged for a builder to visit the Property but he did not turn up. The Applicant said that the Respondent then claimed he was being harassed by the Applicant and that he would not allow any further access to the Property. He said this conversation was by telephone around mid-March. The Applicant told the Tribunal that he looked into replacing the windows in the Property. He said that he sent a text message to the Respondent on 18 March 2024 asking for access to measure the windows. He said the Respondent replied saying the Applicant would need to "sort out a court date". He said he responded "no access then". He said the Respondent then replied saying the Applicant could access the Property on 21 March 2024. He said that he attended the Property on 21 March 2024 but was harassed by the Respondent and he left the Property. He said that in April 2024 the Respondent stopped paying rent so the Applicant progressed the Tribunal process.
22. The Respondent told the Tribunal that in March 2024 he contacted the Applicant about the EICR for the Property and he mentioned the water ingress to the Applicant. He said he then received a message from the Applicant on 4 March 2024 saying a contractor would be at the Property within an hour and that the Applicant would meet the contractor there. The Respondent said that he replied saying he was not at the Property and access could not be taken in his absence. He said the Applicant replied saying he was entitled to take access as it was an emergency as water ingress could cause structural damage. He said he then went to the Property to find the Applicant there with the contractor. He said he went into the Property with the contractor. He said the contractor took damp meter readings and they were very high beside the windows. He said a second contractor attended the Property who also took damp meter

readings. He said that the contractor agreed that the window seals were an issue. He said the contractor ruled out rising damp as this is a first floor property and said that the windows were the main entry point for the water.

23. The Respondent told the Tribunal that when the Applicant came to the Property to measure the windows he asked the Applicant what was a reasonable time for the work to be done. He said that the Applicant told him he needed to measure the windows. He said he told the Applicant that was the process and again asked what was a reasonable time to do the work. He said the Applicant did not respond to his question. He said he told the Applicant he could measure the windows from outside the Property. He said that as the Applicant was leaving the Property he told the Respondent he would not carry out the work until after the Respondent had been evicted from the Property. He said he told the Applicant "you are evicting me when I ask for a decent standard of living". He said the Applicant's response was to say "the rent is due".
24. The Applicant said that he did not agree with the Respondent's recollection of the conversation at the Property on 21 March 2024 when the Applicant attended to measure the windows. He said the Respondent asked him how long it would take for the work to be carried out. He said he told the Respondent that he did not know and wanted to identify where the water was coming from. He said the Respondent relatedly shouted "how long" and aggressively stood in front of him. He said he felt quite shaken.
25. The Respondent said that since the Applicant had told him the windows would not be replaced until he had moved out of the Property he did not think he should have to pay rent as the Applicant was in breach of his obligations to ensure the Property was wind and watertight.
26. The Tribunal asked the Respondent about the impact upon him of the water ingress. He said that he was constantly ill and the situation was mentally draining. He said he suffers from colds and chest infections. He said he had not consulted a doctor. He said he had not told the Applicant about his health issues.
27. The Respondent told the Tribunal that he is not in employment. He said he does the "odd job here and there". He said he is not in receipt of any benefits and he refused to visit a job centre.
28. The Applicant told the Tribunal that he now receives no income from the Property. He said that he cannot afford to pay contractors to carry out work at the Property. He said he does not own any other rental properties.

29. The Applicant told the Tribunal that he had a photograph of the main bedroom of the Property taken on 4 March 2024. He said the Respondent was present when the photograph was taken. He sent the photograph to Tribunal Administration. The Tribunal Clerk then sent it to the Tribunal and the Respondent. In response to a question from the Tribunal the Applicant said that there was no connection between the water ingress being notified to him and service of the notice to leave. The Applicant said that his last interaction with the Respondent had been in March 2024 when he attended the Property to measure the windows.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent entered into a Tenancy Agreement which commenced on 1 June 2019.
2. In terms of the tenancy agreement the rent was £550 per month.
3. The rent was increased to £565 with effect from 1 November 2024 and again to £630 per month with effect from 1 November 2024.
4. The Respondent failed to pay the rent due in April and May 2020. The unpaid amount was £880.
5. The Respondent failed to pay the rent due for the period May 2024 to February 2025. The unpaid amount was £5910.
6. The total rent arrears as at February 2025 was £6790.
7. The Respondent reported to the Applicant the need to carry out repairs to deal with a breakdown of the boiler in late March 2020 which was addressed within a reasonable time.
8. The Respondent reported to the Applicant the need to carry out repairs to deal with a breakdown of the boiler in late January 2021 which was addressed within a reasonable time.
9. The Respondent reported to the Applicant the need to carry out repairs to deal with a breakdown of the boiler on an intermittent basis after January 2021 each of which were addressed within a reasonable time.
10. The boiler in the Property was replaced in July 2023.

11. The lack of decals on the front of the oven in the Property did not prevent the oven from functioning.
12. The Respondent reported to the Applicant the need to carry out repairs to prevent water ingress at the Property on 13 June 2022.
13. Works were carried out to the exterior of the Property, including replacing failed render and painting, which were completed in September 2022. The works included an element of replacement of window sealant.
14. The Respondent reported to the Applicant the need to carry out repairs to prevent water ingress at the Property in March 2024.
15. Repairs required to prevent water ingress at the Property have not been carried out since the need for such repairs was notified by the Respondent to the Applicant in March 2024.
16. The Respondent's use and enjoyment of the Property has been negatively impacted as a result of the failure by the Applicant to instruct necessary repairs at the Property since the need for such repairs was notified to the Applicant in March 2024.

Findings in Fact and Law

The Tribunal made the following findings in fact and law:

1. The Applicant failed to comply with his obligations under the 2006 Act to ensure that the Property meets 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 meets the repairing standard at all times in the sum of £2068.00.
3. A balance of £4722.00 is due by the Respondent to the Applicant in respect of outstanding rent.

Reasons for the Decision

30. In terms of the Tenancy Agreement the Applicant undertook to keep the Property wind and watertight and in a reasonable state of repair to ensure the Property met the Repairing Standard in accordance with the Housing (Scotland) Act 2006 ("2006 Act") There was nothing in the Tenancy Agreement which prohibited the retention of rent by the Respondent.

31. The legislation which governs a landlord's obligation to repair is the 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, to ensure that the installations for the supply of water, gas and electricity are in a reasonable state of repair and in proper working order and that fixtures, fittings and appliances that the landlord provides under the tenancy must be 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.
32. As regards the boiler, the Applicant did not agree with the Respondent's evidence that there had been an issue notified shortly after the tenancy commenced in June 2019. The Respondent's evidence was that the leak notified was repaired which indicates the Applicant complied with his obligations under the 2006 Act. The second issue notified was in March 2020. The Respondent's evidence was that this occurred "*shortly after lockdown.*" Lockdown in the UK commenced on 23 March 2020. The Applicant referred to an invoice for repairs to the boiler dated 7 April 2020 which indicated the repair was dealt with within a reasonable time. The Respondent's evidence was that there was a second element to the repair required at this time but he was unclear as regards specific dates and the nature of the repair. The Parties agreed that the boiler functioned until January 2021. The Respondent's evidence was that the need for a repair in January 2021 was actioned by the Applicant and that issues subsequently notified were repaired within a reasonable timescale. The Respondent's evidence was that the boiler was replaced in August 2024 but having heard the evidence of the Applicant he then agreed that it was replaced in July 2023. The Parties agreed that annual gas safety checks were carried out and that no issues were highlighted as regards the operation of the boiler. Taking all of this evidence into account, the Tribunal considered that the Applicant complied with his obligations under the 2006 Act as regards the boiler in the Property.
33. As regards the oven, the issue identified was that there were no visible "decals" on the front of the oven and that had been the position since the start of the tenancy. The hob functioned but the Respondent's evidence was that the lack

of decals meant he could not use the oven or grill. His evidence was that he used an air fryer in place of the oven. He said there was a thermometer inside the oven. The Applicant did not dispute the evidence of the Respondent as regards there being no decals on the front of the oven and there being an internal thermometer. It was however his position that the lack of decals did not affect how the oven worked. His evidence was that it functioned. The Respondent's evidence was that he notified the need for the oven to be repaired in that he "*mentioned it 2 or 3 times*" but he said he did not "*push it*". He said he had sent an email to the Applicant "*a few years into the tenancy*" and the Applicant had replied saying he understood the Respondent used an air fryer. The Applicant said that he recalled the email but did not otherwise agree that the need for the oven to be repaired had been notified to him. The evidence was that the oven was a gas oven. The gas safety certificate covers gas appliances in a let property. The Parties agreed that annual gas safety checks were carried out. Neither Party gave evidence that the gas safety certificate highlighted an issue with the oven. In the circumstances as outlined in the evidence, the Tribunal considered that the Applicant complied with his obligations under the 2006 Act as regards the oven in the Property.

34. As regards water ingress at the Property, the Respondent's evidence was that he first notified the issue in March 2020. It was also his evidence that work was carried out to the exterior of the Property, including replacing failed render and painting, at the end of the summer of 2020 although he said he was not sure of the date. The Respondent checked emails on his phone in the course of the Hearing and noted that he had sent an email to the Applicant on 13 June 2022 about failed window seals. In the course of the Hearing the Applicant identified a number of photographs on his phone of work being carried out to the exterior of the Property and being completed in September 2022. The Respondent then agreed that the external work had been carried out in September 2022 and not the summer of 2020 as he had initially indicated.
35. The Tribunal considered it was unfortunate that the Parties did not lodge documents in response to the direction issued but rather identified them as the Hearing progressed. The Tribunal considered whether the Hearing should have been halted and a fresh date fixed to allow the Parties to consider the documents identified. The Parties did not dispute what was contained in the documents identified. In those circumstances the Tribunal considered it was in the interest of justice to proceed.
36. The Respondent's evidence regarding the first date on which he notified the need for repairs to deal with water ingress was vague. Initially his evidence was that he notified the repair in March 2020 and the work was carried out in the summer of 2020. He then identified an email notifying the repair dated 13 June

2022 and agreed that the work was carried out in September 2022. The Tribunal considered that the evidence supported the need for a repair first being notified on 13 June 2022 and work being carried out in September 2022 which, considering the extent of the work shown in the photographs lodged, was a reasonable period.

37. As regards the period after September 2022, the Respondent's evidence was that he mentioned the need for a repair "*every time the Applicant was in the Property*". This was disputed by the Applicant who said he heard nothing further about water ingress until March 2024. The Respondent paid his rent throughout the period September 2022 to April 2024. No copy emails or text messages were lodged or referred to evidencing the need for a repair being notified between September 2022 and March 2024. In the course of the Hearing it was apparent that the Parties had access to emails and text messages exchanged. On the basis of the evidence presented the Tribunal determined that there was no notification of the need for a repair to deal with water ingress between September 2022 and March 2024.
38. The Respondent's evidence was that he notified water ingress at the Property to the Applicant in March 2024. The Applicant agreed that was correct. The evidence indicated that the Applicant had contractors attend the Property regarding damp in the period between 4 March 2024 to mid-March 2024. The Applicant's evidence was that he attended the Property on 21 March 2024 to measure the windows as he was looking into replacing the windows. The Respondent agreed that the Applicant attended the Property in March 2024 to measure the windows. The Parties disagreed as to what was discussed at that meeting but it was clear that the relationship broke down following the meeting and communications between the Parties were minimal thereafter.
39. The Applicant provided to the Tribunal a photograph taken in the main bedroom of the Property on 4 March 2024. It showed evidence of damp on the wall. The Respondent had lodged more recent photographs of the Property which showed evidence of damp in both bedrooms and the hallway. The extent of the damp shown in the recent photographs was significantly worse than as shown in the photograph taken on 4 March 2024. The Applicant did not dispute that there was damp and an issue with water ingress at the Property in March 2024.
40. 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 as the Respondent has done in this case.

41. 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 he never enjoyed.
42. 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. In assessing what would be a reasonable abatement the Tribunal requires to take into account the overall inconvenience which the Respondent had to suffer. The Respondent’s evidence was that the damp in the Property had impacted his health although he had not consulted a doctor. He said he could not sleep in either of the bedrooms due to the damp. He said the situation was mentally draining. The photographic evidence lodged indicated that the damp was significant.
43. The Respondent began to withhold rent in May 2024 which was shortly after the need for repairs to deal with water ingress had been notified to the Applicant and shortly after the relationship between the Parties had broken down. The communications between the Parties were minimal after the breakdown in the relationship in March 2024. The failure on the part of a tenant to pay rent does not excuse a landlord from their obligations under the 2006 Act to ensure a let property meets the repairing standard.
44. The Tribunal considered that an abatement equivalent to 35% of the rent for the period May 2024 to February 2025 was appropriate. The rent for that period was £5910. 35% of £5910 is £2068. The need for repairs to deal with water ingress was reported in early March 2024. It would have been reasonable for the repairs to be addressed by the end of April 2024. The necessary repairs have still not been carried out.
45. The rent admittedly due is £6790. The Tribunal determined that the rent due should be abated by a total of £2068 which leaves a balance due of £4722. The Tribunal determined to make an Order for payment of that amount.

Decision

46. The Tribunal grants an order for payment of £4722.00.

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.

Legal Member: Joan Devine

Date: 07 March 2025