



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/24/5324

Re: Property at 31/4 VIEWCRAIG STREET, EDINBURGH, EH8 9UJ (“the Property”)

Parties:

Miss Li-Hsuan Lin, 20/5 Hailes Street, Edinburgh, EH3 9NF (“the Applicant”)

Ms Mei-Hua Yang, 31/4, Viewcraig Street, Edinburgh, EH8 9UJ (“the Respondent”)

Tribunal Members:

Lesley Ward (Legal Member) and Gordon Laurie (Ordinary Member)

Decision

1. The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent shall pay to the Applicant the sum of one thousand and twenty one pounds and twenty three pence (£1021.23).

Background

2. This was a hearing in connection with an application by a tenant in terms of section 71 of the Private Housing (Tenancies) (Scotland) Act 2014 (‘the Act’) and rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, ‘the rules’. Both parties attended the hearing and two Mandarin interpreters also attended. A case management discussion took place on the 15 May 2025 and the Tribunal made the following directions:

The Applicant is required to provide:

- (1) A copy of the adjudication decision by the tenancy deposit scheme adjudicator.
- (2) A further copy of the video evidence already provided.
- (3) A copy of the condition report dated 1 October 2024, which she refers to in the key issues document lodged with the application.
- (4) Proof of payment of all of the amounts claimed in the table at paragraph 3 of the key issues document with the exception of the deposit and rental payment of £3000, and the matters claimed at items 2 (compensation for emotional distress and harassment) and 6 (compensation of time lost).
- (5) Details of how she arrived at the figure of 228 hours in part 6 of the table (compensation for time lost).
- (6) Any other documents she has to substantiate her position.
- (7) A list of witnesses who will be giving evidence at the hearing.
- (8) Her address.

The Respondent is required to provide:

- (1) Any documents she has to substantiate her position.
- (2) A list of witnesses who will be giving evidence at the hearing.

The said documentation should be lodged with the Chamber no later than close of business on 18 June 2025.

3. The parties also undertook to provide the Tribunal administration with their available dates for an in person hearing by close of business on 19 May 2025. Neither party complied with this undertaking so the Tribunal made the following further directions on 2 June 2025:

The Applicant is required to provide:

- (1) Her available dates for an in person hearing in August and September 2025.
- (2) A copy of the adjudication decision by the tenancy deposit scheme adjudicator.
- (3) A further copy of the video evidence already provided.
- (4) A copy of the condition report dated 1 October 2024, which she refers to in the key issues document lodged with the application.
- (5) Proof of payment of all of the amounts claimed in the table at paragraph 3 of the key issues document with the exception of the deposit and rental payment of £3000 and the matters claimed at items 2 (compensation for emotional distress and harassment) and 6 (compensation of time lost).
- (6) Details of how she arrived at the figure of 228 hours in part 6 of the table (compensation for time lost).
- (7) Any other documents she has to substantiate her position.
- (8) A list of witnesses who will be giving evidence at the hearing.

The Respondent is required to provide:

- (1) Her available dates for an in person hearing in August or September 2025.
- (2) Any documents she has to substantiate her position.
- (3) A list of witnesses who will be giving evidence at the hearing.

The said documentation should be lodged with the Chamber no later than close of business on 11 June 2025.

Reason for Direction

- (1) A case management discussion ('CMD') took place on 15 May 2025. The Tribunal issued a CMD note and directions on 21 May 2025. The parties agreed to contact the Tribunal by close of business on 19 May 2025 to provide available dates for August and September 2025 for an in person hearing to take place in Edinburgh. It was also noted that a Mandarin interpreter was required for the evidential hearing to take place in person. The Tribunal also made directions.
- (2) The Respondent did not comply with the undertaking to provide her available dates for August and September 2025. The Respondent contacted the Tribunal on 16 May 2025 and made a request for a determination on the papers, failing which a video hearing. She also requested that if an in person hearing is required, this should be in November 2025 due to her academic and family commitments.
- (3) The Applicant did not comply with the undertaking to give her available dates for an in person hearing for August or September 2025. The Applicant contacted the Tribunal on 24 May 2025 to seek clarification in connection with the directions of 21 May 2025. She also stated she is leaving Scotland on 26 September 2025 and an essential witness is only available until 30 August 2025.
- (4) The CMD note of 21 May 2025 makes it clear why the Tribunal made the directions on that date. The Applicant stated she has lodged vouchers in connection with her claim however the Tribunal did not have sight of the documents requested. If the Applicant wishes them to be considered they will have to be submitted to the Tribunal. Further, some of the evidence uploaded to Objective Connect is audio rather than video. If the Applicant wishes the Tribunal to consider video evidence this was have to be lodged in video form rather than audio.
- (5) The Tribunal is an impartial body endeavouring to make a decision in this case and evidence will require to be heard. In the Tribunal's view the fairest way to proceed and in accordance with the overriding objective is for an in person hearing to take place in Edinburgh on a date suitable to both parties, especially as a Mandarin interpreter is required. The Tribunal asked for available dates in August and September and both parties have failed to

provide dates. They have both raised matters not mentioned by them at the CMD. They both have an obligation to cooperate with the Tribunal in the execution of its duties. The Tribunal has therefor reissued the directions and made an additional direction for them to provide dates for August and September 2025 so that a hearing can be fixed.

4. Both parties complied with the further directions and lodged written submissions.

5. The Tribunal had before it the following copy documents:

- Application dated 17 November 2024.
- Key issues document submitted with the application.
- Exchange of emails between the parties.
- Property Inventory and Condition Report.
- Tenancy agreement.
- Notices to leave.
- Respondent's written representations dated 21 March 2025.
- Applicant's written representations dated 26 April 2025 and 9 June 2025.
- Respondent's written representations dated 2 May 2025, 13 May 2025, 2 June and 11 June 2025.
- Adjudication report by Safe Deposit Scotland (undated).

Preliminary matters

6. There were two interpreters, one for each party. At the CMD it was noted that both parties appeared to understand most of what was being said in English. The CMD proceeded with a combination of English and the use of the interpreter when needed. It was agreed at the start of the hearing that in accordance with the overriding objective, the hearing would proceed with an interpreter acting for each party. English would be used unless it was necessary for either party to make use of the interpreter.

7. The Tribunal noted the terms of the Applicant's submissions and explained that the Tribunal would take all of the circumstances into account however there were certain matters raised that the Tribunal has no jurisdiction to deal with in terms of a rule 111 application namely:

- Unlawful eviction which must proceed in terms of rule 110.
- Repairing standard which must proceed in terms of rule 48.
- Return of the deposit which has already been adjudicated by Safe Deposit Scotland
- Generally in terms of rule 70 the Tribunal has no power to award expenses in connection with work done in making an application unless there has been unreasonable behaviour in the conduct of a case.

8. Findings in fact

- The Respondent is the owner and registered landlord of the property at 31/4 Viewcraig Street Edinburgh EH8 9UT.
- The parties entered into a private residential tenancy agreement for let of the property on 23 September 2024 with a start date of 26 September 2024.
- The agreed rent was £1000 per month.
- The agreed deposit was £2000.
- The Applicant paid a further £350 to the Respondent to enable her to have family and friends staying in the spare room on occasion.
- The tenancy came to an end on 20 November 2024.
- The Applicant rented the property for 55 days.
- The Applicant paid rent of £1808.22 during the course of the tenancy.
- The day after the Applicant took entry she notified the Respondent that there was a blocked sink.
- The Respondent gave the Applicant the opportunity to end the tenancy on 27 September 2024 but she declined.
- The Applicant was aware there was no broadband in the property and she arranged for broadband installation at her own expense.
- The Applicant was unable to use the cooker for the duration of the tenancy as it was rusty.
- The Applicant was unable to use the electric shower for the duration of the tenancy as she was unable to regulate the temperature and it was too hot to use.
- The Respondent rented the property to the Applicant without updating the Electrical Installation Condition Report ('EICR') or giving the cooker a proper clean.
- An inspection by an electrician in October 2024 identified that the consumer unit required to be replaced as well as the replacement of the cooker switch and box and the relocation of the double socket beside the cooker.
- The Respondent came to the property on 28 October 2024 by arrangement with the Applicant. The electrician also attended and the electrical work was carried out to replace the consumer unit and switches.
- On that visit the Respondent attempted to ascertain if there were any leaks coming from the radiators.
- The Applicant thought the Respondent was touching her belongings without permission and asked her to leave three times before she agreed to leave.
- The Respondent instructed an electrician to disable the electric shower on 28 October 2024.
- The Applicant made an audio recording of the Respondent at the property on 28 September 2024 and 28 October 2024.

- Approximately two weeks after taking entry to the property, the Applicant began to look for a new tenancy and she moved on 2 November 2025.
- The Respondent issued the applicant with a notice to leave before the Applicant took entry to the property, on 23 September 2024 on the ground that she intends to refurbish the property and live in it, stating she wanted the property back by 1 August 2025 as she wanted to refurbish it.
- The Respondent issued the Applicant with a notice to leave on the ground of antisocial behaviour and breaches of the tenancy agreement including malicious reporting and scheduled repairs, obstruction of repairs and false accusations, on 29 October 2024 with an end date of 29 November 2024. The
- The Respondent let herself into the property on 28 September 2024 without the Applicant's knowledge.
- The Applicant was in London on a business trip from 5 to 11 October 2024.
- While she was away, she received numerous calls from workmen seeking access to the property.
- A friend was staying in the property while she was away.
- The Respondent called the police during this time as she noticed someone staying in the property while the Applicant was away.
- The Applicant contacted Environmental Health about the condition of the property and Mr Colin Brown from that department carried out an inspection on 28 October 2024.
- His findings were that during his visit he saw limited issues of concern. His report of 29 October 2024 identified a small leak coming from the radiator in the bedroom, mould, the shower running hot and some outstanding electrical issues.
- The Respondent notified the Applicant on 1 October 2024 that the rent was increasing to £1100 per month and that she was instructing a rental agency to manage the property.
- The Applicant notified the Respondent on 24 October 2024 that she was leaving the property and this would bring the tenancy to an end on 20 November 2024.
- During the course of the tenancy there were multiple emails between the parties regarding the condition of the property and the need for inspection and repairs to be carried out.

Reasons

9. The tribunal heard oral evidence from each party and perused the large number of copy emails provided by each party. The tribunal also perused the written submissions and the vouchers provided by the Applicant regarding her claimed outlays. The Applicant was claiming a substantial sum in damages and it was clear from the copy correspondence produced by both parties that very early on in the tenancy (which only lasted around 55 days) the Applicant was seeking large sums of money from the Respondent. For example, on 2 October 2024 (less than a week

after the tenancy commenced) the Applicant contacted the Respondent to seek a full rent abatement pending resolution of the repairs and on 10 October 2024 she wrote to ask for £8000 in compensation for the stress and anxiety she had been caused and a further £2000 if she had to return to Edinburgh during her business trip. The Applicant was claiming she was being harassed by the Respondent and the Respondent was not taking steps to make the necessary repairs.

10. The Respondent submitted that against her better judgement she as a first time landlord rented the property to the Applicant and allowed her entry earlier than intended as the Applicant was effectively homeless. The Respondent also gave the Applicant the opportunity of pulling out of the tenancy in the first couple of days and this is borne out by the email correspondence. This offer was refused by the Applicant. The Respondent also submitted that because the Applicant was seeking large sums of money from her she thought she was being 'scammed' and contacted the police. The Respondent's position was that she was trying to sort out the repairs and arrange the electrical certification but the Applicant was being obstructive and making financial demands of her.

11. The tribunal did not find either party to be particularly credible in the hearing. The Applicant had exaggerated her claim in her written submission and the tribunal found the Applicant's oral evidence to be exaggerated and at times lacking in candour. The Applicant had provided receipts for hotel bookings for 24 to 28 October 2024 and 1 to 2 November 2024 but was unable to account for why one booking was for 3 people and the other was for two adults and a child. The Applicant was unable to say where she lived between 28 October 2024 and 1 November 2024. The Applicant was claiming £ 13,400 for emotional distress and harassment. The Applicant was reluctant to give any oral evidence regarding this aspect of her claim and despite the directions by the tribunal did not provide any supporting evidence.

12. It was the Respondent's evidence that she contacted the police while the Applicant was away in London as she thought there was a 'scam' as the Applicant was seeking large sums of money from her and did not appear to be living in the property.

13. The Applicant made several references during the hearing to the Respondent's demeanour. The Respondent did appear to the Tribunal to be laughing on several occasions during the hearing, both while the Applicant was giving evidence and also when the Respondent was also giving her evidence. The Respondent had a gentleman with her as her supporter and when he had to leave to make a school pick up the tribunal adjourned for an early lunch to enable him to provide support to the Respondent in the afternoon when he returned. The tribunal did find the Respondent's demeanour to be unusual and suggestive of the Respondent not taking the hearing and matters raised seriously. The Respondent appeared to be dismissive of the Applicant's claim and two matters in particular she took lightly- when she entered the property on 28 September 2024 while the Applicant was out

and when she attempted to increase the rent from £1000 to £1100. The tribunal did not find the Respondent credible when she said the Applicant negotiated a lower rent from £1100 to £1000 in September 2024 on the basis that the Respondent could manage the property herself rather than using an agent.

14. The hearing and written papers were full of allegation and counter allegation. There was clearly a lack of trust between the parties. The Applicant had lodged various audio recordings of her encounters with the Respondent at the property which the Respondent submitted were made without her knowledge or consent. Taking all of the evidence in the round the tribunal found that there were some defects with the property but there was also evidence that the Respondent was making steps to resolve matters. The correspondence provided appeared to be relatively courteous on both sides albeit there was an underlying lack of trust by each party towards the other.

15. The Respondent accepted in her oral evidence that the applicant was unable to use the electric shower for the duration of the tenancy. The Respondent's evidence was that the Applicant could bathe using a shower head attached to the bath taps. The Respondent's position was that the cooker was rusty and dirty and she did not give it a proper clean before the Applicant moved in, but it could still be used. There was clearly an issue with the cooker switches and the consumer unit for the property and the tribunal considered it was reasonable for the Applicant to conclude that the cooker could not be used safely until these were replaced. The tribunal considered it was fair to make an order in the Applicant's favour for a proportion of the rent she paid, to reflect that she was unable to have the full use and enjoyment of the property due to the faulty shower and cooker. The tribunal considered that fifteen percent of the rent paid, namely £271.23, was fair in all of the circumstances.

16. The tribunal also considered it was fair to make an order for the refund of the £350 the Applicant paid to enable her to have friends and family staying. The tenancy agreement made no mention of this sum but it was a matter of agreement that the sum was paid. The Respondent accepted in her evidence that as the tenancy only lasted a short time, it was appropriate to return this sum to the Applicant.

17. The tribunal considered it was fair to make an order for a sum to reflect the fact that the Respondent entered the property without the Applicant's permission on 28 September 2024. This was a breach of clause 19 of the tenancy agreement as it was not an emergency. The Respondent agreed that she did let herself in and she thought it was her right to do so as owner and landlord. The Respondent also accepted that she tried to increase the rent by £100. This was also in breach of clause 9 of the tenancy agreement. The tribunal decided that an order for £200 to reflect these breaches was fair in all of the circumstances.

18. The applicant stated that she was seeking £13,400 for emotional distress. Her written submission stated that her mental health had been deeply affected by more than eight months of harassment and intimidation. In her evidence at the tribunal the Applicant clarified that after the end of the tenancy in November 2024 her only

contact with the Respondent was via the tribunal process. She gave evidence that she has attended a counsellor but no documentary evidence was provided and the Applicant gave very little oral evidence beyond the statement that she has been seeing a counsellor. The tribunal did not make any award under this head as it was not satisfied that the Applicant had suffered any harassment or intimidation and the tribunal was not satisfied on the balance of probability that the Applicant has suffered emotional distress as a result of the actions or inactions of the Respondent.

19. The Applicant was seeking £10,430 for what she characterised as 'time lost due to the landlord's actions calculated at £35 per hour'. The Applicant gave further specification in her written submission of 9 June 2025. She stated that she spent 228 hours addressing the unresolved repairs and safety issues and 70 hours responding to the landlord's false tribunal statements. The tribunal explained at the outset that in terms of rule 40 of the tribunal rules of procedure expenses are only applicable where a party, through unreasonable behaviour in the conduct of the case has put the other party to unreasonable expense. The 70 hours claimed are therefore not recoverable as there was no suggestion that the Respondent has put the Applicant to unnecessary expense in her conduct of the case. The tribunal did accept that the Applicant had been put to some inconvenience in connection with the issue with the shower and the cooker. The tribunal did not consider it was reasonable for the Applicant to claim for 228 hours for pursuing two repairs for a tenancy that lasted 55 days. The tribunal decided that the Applicant's claim was exaggerated and inflated.

20. This said, the tribunal considered it was fair to make an order for a sum to reflect the Applicant's inconvenience. The Applicant moved into a tenancy which had no up to date electrical certification. The shower was faulty and the cooker was rusty. The Applicant was obliged to raise these matters with the Respondent and despite voluminous correspondence by each party, the repairs were not effected until 28 October 2024. The Applicant moved out on 2 November 2024 and the tenancy came to an end on 20 November 2024. The tribunal decided an award of £200 was a fair sum to reflect the Applicant's inconvenience. The total award is therefore £1021.23.

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.

Lesley Ward

Lesley A Ward

Legal Member/Chair

Date 3 September 2025