



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 71(1) of the Private Housing
(Tenancies)(Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/25/2582

**Re: Property at 51 Inverurie Road, Bucksburn, Aberdeen, AB21 9LJ (“the
Property”)**

Parties:

**Ms Deborah Gove, 502 Clifton Road, Hilton, Aberdeen, AB24 4EL (“the
Applicant”)**

**Oakland Homes Scotland Ltd, Phoenix House, Phoenix Business Park, Paisley,
PA1 2BH (“the Respondent”)**

Tribunal Members:

Mary-Claire Kelly (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined to grant an order for payment in the sum of THREE
THOUSAND FOUR HUNDRED AND SIXTY POUNDS (£3460).**

Background

1. By application dated 16 June 2025 the applicant seeks an order for payment arising from dampness and mould growth at her former tenancy. The applicant seeks:
 - £250 in respect of stress and convenience arising from the condition of the property
 - £1960 in respect of damage to personal property as a result of dampness and mould growth
 - £1250 representing a 50% abatement of rent over the period of occupancy

2. The applicant's representative submitted the following documents with the application:
 - Tenancy agreement
 - Email correspondence regarding the condition of the property
 - Photographs of the property and the applicant's personal possessions
 - Estimated values of the applicant's damaged personal possessions
 - Home report
 - Company accounts for Oakland Homes Scotland
 - Letter of claim from Aberdeen Law Project to Oakland Homes Scotland Ltd dated 21 April 2025
 - Written submissions
3. A case management discussion ("cmd") was scheduled to take place via teleconference on 24 November 2025.

Case management discussion – teleconference – 24 November 2025

4. The applicant attended with her representative, Mr Mailer from The Aberdeen Law Project. The respondent did not attend. The respondent had been served by Sheriff Officers affixing papers to the main door of their registered office at 15 Main Street Campbelltown PA28 6AD on 15 October 2025 (there being no letterbox). Mr Mailer stated that the on 20 October 2025 the respondents changed their registered address to Phoenix House, Phoenix Business Park, Paisley PA1 2BH. Mr Mailer submitted that as the registered address had been correct at the time of service, the documents had been competently served. The Tribunal accepted that the respondent had been properly notified of the cmd and proceeded in their absence in terms of rule 29.1.
5. Mr Mailer submitted that as the application was undefended, following the approach in the Upper Tribunal case of *Woro v Brown* 2022 SLT(Tr) 97, the Tribunal should grant the order sought without interference on the basis of specification or relevancy.
6. Notwithstanding that the application was undefended, Mr Mailer referred to the written submissions and documents that had been submitted. He stated the

property had not been tenantable and habitable and that the respondent had failed in their duty to ensure that the property met the repairing standard set out in section 14 of the Housing (Scotland) Act 2006. The respondent had also breached the terms of the tenancy agreement which provided that the property must meet the repairing standard. He stated that the applicant had contacted the letting agents on multiple occasions to complain about the condition of the property however adequate repairs had not been carried out.

7. Ms Grove stated that the tenancy had commenced on 15 October 2024. She moved in with her 2 dogs. She stated that the property was very cold and initially there was a problem with the operation of the boiler. She stated that the property was so cold that the lock in the patio doors froze. She referred to the photographs that had been submitted which showed extensive and widespread mould growth in the kitchen, bathroom and bedrooms. Ms Grove stated all the rooms including the bathroom were severely affected by mould growth.
8. Ms Grove stated that prior to moving into the property she had worked for 35 years in Human Resources in the oil and gas industry. She had intended to stay in the property long term. She stated that the problem with mould and dampness occurred very soon after moving into the property. She stated that she had tried to clean the mould growth however the problem was so severe that cleaning was ineffective. She stated that the mould growth was so extensive that cutlery in the kitchen drawers was affected. Many of her personal items had been permanently damaged by the mould growth. She stated that the list of items that had been submitted was accurate as was the estimated costs for replacement of the damaged items.
9. Ms Grove stated that the condition of the kitchen was so bad that she could hardly spend any time in the room. She stated that when she moved out of the property she found that the bottom of her mattress was blue and green with mould. She stated that her health had been affected by mould growth and dampness. She had suffered from wheezing and coughs for which she was prescribed medication while she lived in the property.
10. Ms Grove stated that she complained to the letting agents shortly after moving in in October 2024. She stated that Mr Winchester a director of the letting agency visited the property. He advised Ms Grove that the property had been

unoccupied for 2 years before she moved in and that she should keep the heating on at the highest setting at all times. She was also advised to ventilate the property. Ms Grove spent considerable funds heating the property however the issues with dampness and mould growth continued. In early January 2025 the letting agency offered 2 large dehumidifiers for use in the property. Ms Grove did not accept that the dehumidifiers would address the cause of the dampness issues and was concerned at the cost of running the dehumidifiers.

11. Ms Grove stated that she felt unable to continue to reside in the property due to the dampness and mould growth. She moved out of the property on 20 January 2025 as in her view it was uninhabitable and posed a risk to her health.

Findings in fact

12. Parties entered into a tenancy agreement with a commencement date of 15 October 2024.
13. The property was managed by Winchesters Letting Agents on behalf of the respondent.
14. The property was vacant for 2 years prior to the applicant moving in.
15. The applicant resided with her 2 dogs.
16. The property has 2 bedrooms and access to a garden via patio doors.
17. Shortly after the tenancy commencing the applicant noticed dampness and mould growth within the property.
18. The property was extensively and severely affected by widespread mould growth and dampness during the tenancy.
19. The respondent contacted the letting agents in October 2024 to complain regarding the issue of dampness and mould growth.
20. No repairs were carried out to remedy the issue of dampness and mould growth during the tenancy period.
21. The applicant moved out of the property on 20 January 2025.
22. The respondent failed to ensure that the property was wind and watertight and suitable for human habitation.
23. The respondent failed to ensure that the property complied with the repairing standard in section 14 of the Housing (Scotland) Act 2006.

- 24. The respondent failed to carry out repairs within a reasonable period of time.
- 25. The applicant was affected by respiratory illness during the tenancy period.
- 26. A number of the applicant's personal items were permanently damaged by mould growth during the tenancy period.
- 27. The applicant was unable to enjoy full use of the property during the tenancy period as a result of the dampness and mould growth.
- 28. The applicant suffered stress and inconvenience as a result of the respondent's failure to carry out repairs within a reasonable period of time.
- 29. The applicant had intended to occupy the property long term.
- 30. As result of the disrepair issues the applicant terminated the tenancy agreement on 20 January 2025.
- 31. The respondents have not lodged written defences or sought to oppose the present application.

Reasons for the decision

- 32. The Tribunal took into account the various documents and written submissions lodged in advance of the cmd together with the applicant's oral evidence at the cmd in reaching a determination.
- 33. The Tribunal accepted that as the application was undefended its enquiry in relation to the relevancy and specification of the application was limited.
- 34. The Tribunal was satisfied based on the photographs that had been submitted and the applicant's oral submissions that the property had been extensively affected by mould growth and damp. The property was uninhabitable as a result.
- 35. The Tribunal was satisfied based upon the photographs submitted, the applicant's oral evidence and the estimated costs produced that the respondent was entitled to £1910 damages for loss/damage to her personal property. The applicant had not produced receipts however the Tribunal accepted the unopposed list of estimated costs of replacing the damaged items. The Tribunal is entitled to take a '*broad axe*' approach to assessing compensation for damage to property: *McArdle v City of Glasgow District Council* 1989 SCLR 19.
- 36. The Tribunal accepted the applicant's submissions that she was unable to fully utilise the property, despite paying rent in full. The applicant resided in the

property from 15 October 2024 until 20 January 2025. The applicant sought a 50% reduction over the 4 months' rent payable. The Tribunal accepted that in the circumstances it an abatement of rent at the level which amounted to £1250 was fair and proportionate.

37. In relation to the sum of £250 sought for the stress and inconvenience suffered by the applicant, the Tribunal determined that the respondent's breach in their duties towards the applicant was severe. The applicant suffered the inconvenience and distress of having to live in a property with mould and damp as a result of the respondent's breach of duties to maintain the property in a habitable and tenantable condition. The Tribunal took into account the length of the tenancy being just under 4 months and the severe impact on the tenant. The Tribunal considered that an award of £250 was fair and proportionate in the circumstances of the case.

38. Mr Mailer sought an award of interest at the rate of 8% on the order for payment. The Tribunal determined that it was not reasonable to grant interest.

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.

Mary-Claire Kelly

Legal Member/Chair

24 November 2025
Date