



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/PR/24/4941

Re: Property at 18 Duddingston Square East, Edinburgh, EH15 1RU (“the Property”)

Parties:

Mr David Dickson, Miss Carrie Richmond, 41 Clayknowes Way, East Lothian, EH21 6UL (“the Applicant”)

Mr Graham Lundie, 18 Duddingston Square East, Edinburgh, EH15 1RU (“the Respondent”)

Tribunal Members:

Mary-Claire Kelly (Legal Member) and Mary Lyden (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of NINE THOUSAND EIGHT HUNDRED AND FOUR POUNDS AND FIFTY PENCE (£9804.50)

Background

1. By application dated 3 March 2025 the applicants seek an order for payment in the sum of £24,000 in respect of damages for disrepair issues at their former tenancy. A case management discussion took place via teleconference on 18 July 2025. The respondent disputed that there had been significant repairs issues in the tenancy and disputed the amount being sought. The Tribunal fixed a hearing to establish the facts prior to determining the application. A note and Direction were issued to parties following the case management discussion

setting out information which the Tribunal considered necessary in order to determine the application.

Hearing – teleconference – 5 January 2025

2. All parties were in attendance. The applicants stated that Mr Dickson would speak primarily on behalf of both applicants. The Tribunal heard from parties in relation to each alleged disrepair issue. A large volume of written submissions and documents had been submitted in advance of the hearing with the case file in excess of 1000 pages. The Tribunal heard from the parties in full on each of the alleged items of disrepair.
3. Summaries of the oral evidence heard at the hearing are undernoted. For the avoidance of doubt it is not a verbatim record and focuses on the areas relevant to the application and in particular areas of dispute between the parties.
4. Water Leak in bedroom- Mr Dickson stated that the bedroom occupied by the applicants was affected by a water leak through the ceiling on 23 September 2022. Mr Dickson stated that the leak was discovered when the applicants returned to the property after business hours on a Friday evening. He stated that he tried to inform the letting agents for the property, DJ Alexander using an online portal for reporting repairs issues. He stated that he had also phoned the number for the joiner provided on the website. Mr Dickson stated that a repair was carried out which resolved the water leak on 27 September 2022. He stated that this meant that he had to sleep in a different bed for those days which caused discomfort. He stated that the water ingress had destroyed the bedding which had to be thrown out. In addition he had paid to have the mattress professionally cleaned. He stated that he had also run a dehumidifier at his own expense in the property for a few weeks after the leak. He estimated that he had paid £50 for the steam cleaning however he had not retained any receipts. Mr Dickson stated that the water ingress had damaged the appearance of the ceiling in the bedroom. A repair to make good the cosmetic damage was not carried out until January 2023. Mr Lundie stated that he had not been made aware of the issue during the tenancy period. He stated that the property was

one of his main assets. It was therefore in his interest to have repairs carried out as soon as possible. He stated that he had relied upon the letting agents to deal with most of the repairs issues. He referred to his written representations and photographs which had been submitted. He disputed Mr Dickson's evidence that the bed and bedding had been impacted as it was clear that the affected part of the ceiling was in the bay window area which was not the area above the bed. He did not accept that the repair had not been dealt with correctly.

5. Bifold doors: Mr Dickson stated that the bifold doors in the open plan kitchen/living room were not wind and watertight from the commencement of the tenancy agreement. He stated that during wet and windy weather water came in under the doors. There was also an ongoing problem with draughts. Mr Dickson stated that 3 different contractors had come out to look at the doors however the issue had not been resolved during the tenancy. Mr Dickson stated that he seeks £5,000 in respect of the issues with the doors. He stated that the applicants' enjoyment of the property had been impacted by the issue with the doors. He stated that they had incurred heating costs as a result of the issue. Mr Lundie disputed that this issue had not been reported during the tenancy period and stated that it was news to him. He referred to the check in report which stated that the condition of the doors was good. Mr Lundie stated that there was no basis for the sum being sought of £5,000 in respect of this item.
6. Gas boiler: Mr Dickson stated that the gas boiler had failed in September 2023. From that date until the boiler was replaced on 27 December 2023 the property was without gas heating and hot water. Mr Dickson stated that there had been previous issues with the boiler which had been resolved before the boiler finally failed. Mr Dickson stated that due to the lack of hot water both applicants had joined a local gym to be able to shower regularly. Mr Dickson stated that during this period he was recovering from a knee replacement operation which increased the inconvenience. Mr Dickson stated that at the time a deduction of 25% of rent over 3 months had been agreed in relation to the boiler issue with

the letting agents. However, he sought a further £3,000 which included gym costs and reflected the impact on the enjoyment of the property.

7. Mr Lundie stated that this matter had been resolved by payment of the 25% deduction which was reasonable in the circumstances. He disputed that the applicants had joined the gym as a result of the boiler issue as a document that had been produced showed a monthly payment made before the boiler stopped working. Mr Lundie accepted that the issue had caused inconvenience particularly given the time of year. He stated that he had taken personal accountability for the issue and arranged for the new boiler to be installed over the Christmas period.

8. Washing machine: Mr Dickson stated that washing machine had developed a leak in early September 2022. He referred to a repairs notification email that had been submitted dated 9 September 2022. He stated that a new machine had not been delivered until 6 November 2022. He stated that the applicants had purchased a second hand machine in the meantime. They had also paid £135 for laundry expenses before purchasing the second hand machine. Mr Lundie stated that the washing machine had been replaced as soon as possible and referred to an invoice showing that the machine had been replaced in November 2022.

9. Decking: Ms Richmond stated that she had viewed the property before signing the tenancy agreement. This had been done in the evening when it was dark outside so she had not seen the condition of the decking. Mr Dickson stated that shortly after moving into the property an email was sent to the letting agents on 17 November 2021 highlighting the condition of the decking. Mr Dickson stated that Mr Lundie had said that he would arrange for the decking to be repaired as he accepted that it was in a poor condition. Mr Dickson stated that it was necessary to cross the decking to access the rubbish bins and also the tumble dryer in the garage. He stated that the decking was unsafe. He stated that he took the matter into his own hands and agreed with Mr Lundie and DJ Alexander that he and his son could carry out the repair work. He stated that

they carried out the work for the sum of £1,600 which was significantly less than other quotes that he had obtained.

10. Mr Lundie stated that he worked collaboratively with the applicants to resolve the issue with the decking. He stated that the price paid to Mr Dickson's son was a fair price and disputed that he got a bargain. He stated that he did not visit the property between the previous tenant moving out and the applicants moving in. He referred to the check in inventory which stated that there were minor issues with the condition of the decking but nothing that affected its functionality.

11. **Wood Burner:** Mr Dickson referred to the item on the check in inventory where it was noted as being heavily used. Mr Dickson stated that from the commencement of the tenancy he had been raising the issue of the condition of the wood burner. He referred to emails that had been submitted spanning the period from November 2021 to February 2022 asking for a service to the wood burner and a repair to the back board. Mr Dickson stated that the applicants had noticed soot on the wall behind the wood burner. They had done some research and discovered that wood burners should be serviced every year. They again requested a service. An engineer attended the property in December 2023 to inspect the wood burner and confirmed it was unsafe to use. The report submitted from the engineer showed that the wood burner had been unsafe. Mr Dickson stated that there had been discussions thereafter with the letting agents and Mr Lundie regarding replacement of the wood burner. He stated that the wood burner was the main source of heat in the large living area. There was a small radiator also in the room however he stated that was insufficient to heat the space. He stated that he arranged for the instalment of the new wood burner. The costs were then deducted from the ongoing rent charge by agreement with the letting agents. Mr Dickson stated that they were without the wood burner from December 2023 to April 2024. No alternative heating was provided during that period. Mr Dickson stated that he sought £5,000 damages for the limitations on the use of the property and the impact on the applicants' health.

12. Mr Lundie accepted that the wood burner had been condemned however he stated that the radiator in the room was big enough to keep the space adequately heated. He stated that he was unhappy with the model of wood burner installed by the applicants. He stated that he had not agreed to the deduction of rent to reflect the applicants' payments of the outlay. He stated that the applicants were in arrears of rent as although the rent statement showed a deduction of rent this had not been authorised by him. He stated that the sum sought was without any clear basis.

13. **Carbon monoxide monitors:** The applicants stated that they were seeking £10,000 due to the failure to provide adequate carbon monoxide monitors in the property. Mr Dickson stated that as could be seen in the photographs in the check in inventory the carbon monoxide monitor in the kitchen/living room area was too far away from the wood burner. This could have been fatal and was flagged by the engineer who carried out the service to the wood burner. Mr Dickson stated that the amount sought was due to the impact of there not being a carbon monoxide monitor on his health and emotional wellbeing. He stated that a properly placed carbon monoxide monitor was eventually installed in April 2024. He stated that they had been concerned about potential leaks of carbon monoxide since January 2022. Mr Lundie referred to the check in inventory and accompanying photographs which showed that a carbon monoxide monitor was installed in the kitchen and was in proper working condition at the date the tenancy commenced. He disputed that the amount sought was reasonable and stated that it was not clear on what basis the applicants sought £10,000.

14. **Smoke Alarms:** Mr Dickson stated that he became aware that the smoke alarms in the property were out of date – some of them were up to 8 years old when it was flagged by DJ Alexander, letting agents who then replaced the alarms. Mr Dickson stated that this was not an issue that he had made any direct repairs complaints/request in respect of but he had included it in the application as it had represented a risk to the applicants during their time in the

property. Mr Lundie stated that all proper safety checks were carried out prior to the commencement of the tenancy agreement. He referred to the check in inventory which showed that the smoke detectors were installed and in proper working order.

15. **Electrical installations:** Mr Dickson stated that after moving into the property the applicants had noticed that the kitchen lights were flickering. They had raised this with the letting agents in response to the check in inventory. External lights had also not been working during the tenancy. There had also been an issue with the hallway lights. He referred to an email that had been submitted raising the issue with the kitchen lights with the letting agents. He confirmed that after the issue had been raised repairs had been carried out to the kitchen and hall lights.

16. Mr Lundie stated that an electrician attended the property to carry out the repairs requested. A full Electrical Installation Condition Report (“EICR”) was carried out in June 2023 – as a result of that a full repair to the electrical installation was carried out to resolve issues highlighted in the EICR. Mr Lundie stated that all relevant statutory safety checks had been carried out prior to the commencement of the tenancy and that electrical repairs had been carried out within a reasonable period of time.

17. **Cleanliness at check in:** Mr Dickson stated that the applicants seek £1500 in relation to the poor state of cleanliness of the tenancy when they moved in. He referred to photographs which had been submitted which he stated showed that the property was in a poor condition. He stated that the hall carpet was unclean and also presented a trip hazard. Mr Dickson stated that he arranged for a new carpet to be installed at a cost of £250. A further £250 was spend on carpet cleaning. He stated that the applicants also seek additional sums as they state that the deposit should have been returned to them. He stated that at the end of the tenancy the tenancy deposit scheme had returned the deposit to the landlord. Mr Dickson stated that the deposit had been in a relevant tenancy deposit scheme. He stated that no vouching had been retained for the cleaning expenses. He stated that the applicants had raised their concerns regarding the

cleanliness of the carpets after they moved in. He stated that cleaners were sent by the letting agents however that was too late as they had already arranged for a professional clean and to replace the hall carpet.

18. Mr Lundie referred to the check in inventory and stated that the property had been properly cleaned prior to the tenancy commencing. He disputed that the deposit should be repaid to the applicants. He stated that there had been an adjudication by the tenancy deposit scheme and the deposit had been returned to the letting agents as the applicants had not paid the last months rent.

19. Mr Dickson stated that shortly after the wood burner was replaced the applicants were served with a notice to leave and a rent increase notice. The applicants moved to an alternative property. He stated that the applicants received a good reference from the letting agents. Mr Dickson stated that the applicants suffered constant stress and disruption in the property as result of the repairs issues and the delays in carrying out repairs.

20. Mr Lundie stated that the property was one his most important financial assets. As such, it was in his interest to maintain the property. He stated that he had not agreed to the cost of the wood burner being deducted from the rent account and on the basis stated that there were arrears of rent at the conclusion of the tenancy.

21. Findings in fact

- i. The respondent is the sole owner of the property which is registered in the Land Register under Title Number MID66877.
- ii. Parties entered into a private residential tenancy agreement with a commencement date of 8 November 2021.
- iii. The tenancy terminated in July 2024.
- iv. The applicant instructed DJ Alexander, letting agents to act on his behalf in relation to management of the tenancy.
- v. Monthly rent payable for the property was £1,500.
- vi. The property is a 3 bedroom detached bungalow with private garden.

- vii. The letting agent completed a check in inventory in advance of the tenancy commencing.
- viii. The applicants emailed the letting agents on 17 November 2021 raising issues in relation to the condition of the bifold doors, the wood burner, the decking, the cleanliness of the property and the kitchen lights.
- ix. On 23 September 2023 the applicants reported a water leak through the ceiling in the bedroom. A repair was carried out to resolve the water ingress on 27 September 2023. A repair to resolve the cosmetic damage to the ceiling in the bedroom was carried out in January 2024.
- x. The bifold doors in the living area were not fully wind and watertight throughout the duration of the tenancy. As a result inclement weather resulted in water ingress and draughts.
- xi. The applicants first began experiencing issues with the functioning of the gas boiler in April 2022. A temporary repair was carried out.
- xii. From September 2023 until 27 December 2023 the gas boiler in the property was broken. As a result the property was without gas central heating and hot water.
- xiii. The applicants used the washing facilities at a private gym during the period the gas boiler was not functioning.
- xiv. The letting agents agreed a 25% rent deduction over 3 months to compensate the applicants for the lack of heating and hot water.
- xv. The applicants reported that the washing machine was not working on 9 September 2022. A new washing machine was installed on 6 November 2022.
- xvi. The decking was not in a reasonable condition when the applicants moved into the property.
- xvii. The applicants required to cross the decking to access the rear garden and the garage which was used for laundry purposes.
- xviii. In April 2023, Mr Dickson and his son, a joiner, replaced the decking, receiving payment from the respondent for doing so.
- xix. The applicants raised a concern regarding the condition of the wood burner shortly after they moved into the property. They noted that the

wood burner was heavily used and enquired as to whether it had been serviced or cleaned recently.

- xx. An engineer attended the property to inspect the wood burner in December 2023. An unsafe to use warning sticker was affixed to the wood burner.
- xxi. A replacement wood burner was installed by the applicants in April 2024.
- xxii. The letting agents agreed that the cost of the wood burner would be offset against the applicants ongoing rent charge.
- xxiii. The carbon monoxide monitor in the kitchen/living area did not comply with Scottish Government statutory guidance from February 2022 until April 2024.
- xxiv. Smoke and heat detectors were installed in the property at the commencement of the tenancy.
- xxv. It was noted in the Electrical Installation Condition Report completed in June 2023 that the smoke and heat detectors required to be upgraded. The respondent arranged for updated smoke and heat detectors to be installed.
- xxvi. Shortly after moving into the property the applicants reported that the lights in the kitchen were flickering and that there was an issue with the hall light. An electrician attended the property to address the issues raised.
- xxvii. An Electrical Installations Condition Report (“EICR”) was completed in June 2023. An extensive repair to the electrical installations in the property took place to repair the items identified in the EICR in June 2023.
- xxviii. The letting agents arranged for cleaners to attend the property after the applicants moved in, in response to an email from the applicants raising concerns regarding the cleanliness of the property.
- xxix. The tenancy deposit was placed in a relevant tenancy deposit scheme.
- xxx. After an adjudication by the deposit scheme the deposit was refunded to the respondent to cover charges incurred by the applicants.

Reasons for decision

22. The applicants seek an award of damages arising from the respondent's failure to carry out repairs with a reasonable period of time.
23. The Tribunal accepted that repairs had been required under each of the items specified in the application. In reaching that determination they took into account the oral evidence of the parties and the large number of documents that had been submitted. The Tribunal found the applicants to be credible and believable in relation to the existence of the repairs issues. They had set out their position in writing and much of their oral evidence was corroborated by written emails and other documents
24. The Tribunal accepted the respondent's evidence that he had a genuine intention to maintain the property as it was an important asset to him. However, the property had largely been managed by letting agents which meant that the respondent was at arm's length from many of the day to day issues. He had intervened to address certain issues such as the gas boiler and decking however he was not directly involved in the day to day issues. Where there was a divergence between the parties on the details of the repairs issues and complaints regarding repairs the Tribunal preferred the evidence of the applicants as it was clear that they had a detailed knowledge of the issues. The respondent's answers were often brief and lacking in detailed information on the specific repairs.
25. In assessing liability the Tribunal had regard to when the respondent or his letting agents were notified of each repair and when the defect was subsequently remedied. The Tribunal then assessed whether the period of time taken to carry out the repair was reasonable. In assessing whether the period of time taken was reasonable the Tribunal had regard to the nature of the repairs issue and its impact on the occupants.
26. The Tribunal determined that there had been an unreasonable delay in carrying out repairs to each of the repairs identified apart from the water ingress incident in the bedroom and the replacement smoke detectors. The Tribunal noted in

relation to the water ingress incident that it had been reported after hours on Friday and was remedied on the following Tuesday. It was possible for the applicants to use one of the other bedrooms during this period. In relation to the smoke detectors it was accepted by the applicants that this issue had not been notified to the respondent but had been noted as an outcome of the EICR after which alarms were updated.

27. The applicants seek £24,000 damages. In relation to each repair they have stated that the amount sought is as a result of the impact of the repair on the applicants. The written submissions for the applicants are lengthy. In summary the following impacts are specified:

- Enjoyment of the property
- Direct financial loss
- Emotional impact/Stress/Anxiety
- Health impacts

28. The applicants raised repairs issues immediately after moving into the property. They emailed the letting agents listing a number of repairs issues on 17 November 2021 including the decking, the wood burner, the lights in the property and the overall cleanliness. The Tribunal accepted that the applicants were impacted by the stress and convenience of multiple repairs issues throughout the tenancy. The findings in fact detail the length of time between notification and resolution for each of the individual repairs. The issue with the bifold doors was not resolved during the tenancy. Whilst the repairs issues were not so severe as to render the property uninhabitable the breach of contract does entitle the applicants to an award of compensation for stress and inconvenience (*Mack v Glasgow City Council* 2006 SLT 556)

29. The applicants had spent considerable time and efforts engaging with the letting agents and the respondent in relation to repairs issues. The nature of the repairs issues had caused distress to the applicants, particularly the issues with the wood burner, the decking and the electrics. The Tribunal considered that an award of £3,000 was reasonable to reflect the stress and inconvenience

suffered by the applicants over the period of 2 years 8 months that they resided in the property. In reaching that figure the Tribunal had regard to previous decisions on the issue as comparators including *Zhao v Dunbar* 2022UT25, *Christian -v- Aberdeen City Council* 2005 Hous. L.R. 71 and *Quinn -v- Monklands District Council* 1996 Hous. L.R. 86

30. The Tribunal then considered the impact of the repairs' issues on the applicants' enjoyment of the property. The right to damages arising from a landlord's failure to provide full and effective possession is considered in the case of *Renfrew District Council v Gray* 1987 SLT (Sh Ct) 70:

“On my reading of the authorities there are three remedies open to a tenant who does not get full or effective possession of the subjects leased. In the first place he can retain the rent. However, this measure is to secure performance or secure against the rent such rights as may ultimately be established and does not by itself govern the eventual obligation to pay rent. Secondly, the tenant may be able to claim damages if loss is incurred due to the landlord's breach of contract. Thirdly, the tenant may claim an abatement of the rent on the basis that he has not enjoyed what he contracted to pay rent for. Rights to abatement of rent and damages for loss due to breach of the lease may in many cases be equivalent in practical terms but they are different concepts. It is a prerequisite of damages that there has been a breach of contract and the quantification is based on established loss flowing from the breach. Abatement of rent as illustrated by the authorities is an equitable right and is essentially based on partial failure of consideration. That is to say, if the tenant does not get what he bargained to pay rent for it is inequitable that he should be contractually bound to pay such rent.”

31. The Tribunal considered compensation in respect of loss of enjoyment of the property arising from the repairs issues. The applicants resided in the property throughout the tenancy. Monthly rent was £1550. The Tribunal considered which repairs directly impacted on physical enjoyment of the property. It

determined that the following repairs impacted the enjoyment of the property at the time and considered that a retrospective abatement of rent in the following amounts was appropriate to reflect the impact on the applicants' enjoyment of the property:

- Gas boiler- A further 25% deduction over 3 months (£1,162.50)
- Decking – 10% over 16 months (£2480)
- Wood burner - 10% over 4 months (£620)
- Bifold doors – 5% over 32 months (£2480)
- Washing machine – (2% over 2 months) - £62

32. In respect of the issues raised in relation the carbon monoxide monitor in the living room/kitchen, the Tribunal determined that the issue was serious and constituted a breach of the statutory regulations, however the applicants had not presented evidence that the issue directly impacted their enjoyment of the property beyond stress and inconvenience which was covered by the award of £3,000 above.

33. The Tribunal then considered the applicants' claims for direct financial loss.

34. Gym membership due to lack of hot water and heating:£107.10 per month for 3 months: the applicants stated that due to the lack of hot water and heating they required to join a local gym to access the shower facilities. A screenshot of a direct debit was produced showing a payment made on 1 September 2023. The respondent stated that the direct debit predated the issue with the boiler being reported on 13 September 2023. The Tribunal accepted that the gym membership was already in place prior to the boiler failing to operate. The Tribunal considered that while the facilities would have been accessed during the period when the gas boiler was not operational the financial outlay was not directly attributable to the repairs issue.

35. Carpet replacement and cleaning (£250, £250): No vouching was produced by the applicants in respect of either the carpet replacement or cleaning. No comparison figures were produced. The Tribunal determined that the

applicants had instructed cleaning and carpet replacement shortly after moving into the property and failed to demonstrate that the respondent had been provided with a reasonable period of time to address the issues. It was not disputed that the letting agents had arranged for cleaners to attend the property. The photographs submitted did not disclose serious issues relating to the cleanliness of the property. No award was made under this item.

36. Increased heating costs due to bifold doors: No amount was specified in relation to this item. No vouching was produced in relation to this item. No information was provided to allow the Tribunal to assess the level of any increase in heating costs and/or the proportion of heating costs attributable to the issue with the bifold doors. No comparison figures were provided. The Tribunal determined that it had insufficient information to make a determination.

37. Damaged bedding/dehumidifier use/mattress cleaning: No amount was specified in the application relation to these items in the application. Mr Dickson estimated that he had paid £50 for the mattress cleaning but accepted that he could not recall the amount spent. No vouching was produced in relation to this item. No information was provided to allow the Tribunal to assess the level of any outlays such as comparator quotes. The Tribunal determined that it had insufficient information to make a determination.

38. Washing machine/laundry- The applicants sought to recover £135 in laundry costs for a 3 week period and the cost of buying replacement washing machine for £120. No vouching was provided by the applicant in respect of either item. No comparison figures were produced to show whether the amounts sought were reasonable. The Tribunal determined that it had insufficient evidence to make a determination in relation to this item.

39. Health impact: The application stated that the applicants' health had been impacted by a number of the repairs issues. The application stated that an award of damages was sought due to impact on health in relation to the following repairs issues:

- i. Water leak: Exposure to damp and stress due to disrupted sleep and lack of action*
- ii. Bifold doors: Exposure to cold and damp in main living space, possible aggravation of health conditions*
- iii. Gas Boiler: physical difficulty in bathing after surgery/potential risk from wood burner*
- iv. Decking: anxiety and concern over personal safety*
- v. Wood burner: Exposure to toxic gases*
- vi. Carbon monoxide monitors – exposure to potentially fatal gases*
- vii. Carpets- physical risk of injury.*

40. The application did not specify the amount sought for health impacts. No evidence was submitted to show medical conditions affecting the applicants. No evidence was submitted showing a causal link between the repairs issues and any medical conditions affecting either applicant. In the circumstances the Tribunal determined that there was insufficient specification and evidence in relation the health impact of repairs on the applicants beyond the stress and inconvenience referred to above and in terms of which an award has been made. The Tribunal determined to dismiss this aspect of the claim.

41. Deposit/rent arrears: The applicants stated that they sought a refund of the deposit. The parties confirmed that an adjudication in relation the deposit had previously been made by the tenancy deposit scheme. The Tribunal determined that no further determination was required in relation to the deposit as the matter had previously been considered by the tenancy deposit scheme. The respondent stated that there were arrears of rent outstanding at the end of the tenancy period arising from the fact that he had not authorised a deduction of rent to reflect the payment of the wood burner. Whilst the Tribunal accepted that there may have been miscommunication between the

respondent and the letting agents in relation to this matter the rent statement that had been produced by the letting agents showed that the rent arrears at the end of the tenancy amounted to £63.67. The Tribunal determined that the applicants were entitled to rely on the information provided by the letting agents in relation to the level of rent due.

27. Taking the above findings into account the Tribunal determined to make an order for payment in the sum of £9804.50

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

5 January 2026
Date