



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”) and Rule 111 of the Rules

Chamber Ref: FTS/HPC/CV/25/0196

Re: Property at Wee Glen, Skyerburn, Gatehouse of Fleet, DG7 2HG (“the Property”)

CL FABER TRUST, Glen Farm, Gatehouse of Fleet, DG7 2HG (“the Applicant”) per their agents, Brazenall & Orr LLP, solicitors, 104, Irish Street, Dumfries, DG1 2PB. (“the Applicant’s Agents”)

Mrs Doreen Parkin, 73 Urr Road, Dalbeattie, DG5 4DA (“the Respondent”) per her representative Mrs. Sarah Wilson, residing at 5, Fransham Drive, Castleford, WF10 3RQ (“the Respondent’s Representative”)

Tribunal Members:

Karen Moore (Legal Member) and Gerard Darroch (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted the Order in the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500.00) Sterling with time to pay at £250.00 per calendar month from 1 February 2026 until paid in full.

Background

1. By application received on 17 January 2025, ("the Application") the Applicant's Agents applied to the Tribunal for an Order for payment of rent due and owing by the Respondent amounting to £4,518.25. The Application comprised a copy of the private residential tenancy agreement between the Parties, copy rent statement, copy rent increase notice and copy correspondence between the Parties.
2. The Application was accepted by the tribunal chamber and a Case Management Discussion ("CMD") was fixed for 24th July 2025 by telephone conference. Prior to the CMD, the Respondent's Representative, Mrs. Wilson, lodged written representations setting out a timeline of the tenancy and attaching copy messages between her and Mr. Bond of the Applicant in respect of the condition of the Property.

CMD

3. The CMD took place on 24th July 2025 at 10.00 am by telephone conference call. The Applicant was represented by Mr Maxwell of the Applicant's Agents. Mr Bond of the Applicant attended also. The Respondent was not present and was represented by Mrs. Wilson, her daughter. At the CMD, Mr. Maxwell advised that that the sum sought had been reduced by £60.00 per month as evidenced by Mrs. Parkin's, reply to the rent increase notice, and so, sum sought is £4,038.25. Also, at the CMD, Mrs. Wilson accepted that the tenancy had continued until November 2024 and that rent was due until that date. It was further agreed that the rent had been reduced by £60.00 per month to address issues with the water supply.
4. Further at the CMD, Mrs. Wilson's position was that the rent should be reduced by 90%, which reduction was not acceptable to Mr. Bond for the Applicant. Mr. Bond offered to reduce the sum sought to £3,000.00 on a purely commercial basis, which offer was not acceptable to Mrs. Wilson.
5. The Tribunal explained in broad terms complexity of the law in respect of tenants' entitlement to a rent reduction if a property is in disrepair. The Tribunal explained in this case the entitlement, if proved, would be abatement

and that the obligation is on the tenant to evidence that entitlement and the amount.

6. The Tribunal adjourned the CMD to a Hearing of evidence in respect of the condition of the Property and the amount of abatement, if any, which might be due. The Tribunal issued the following Direction:

“The Respondent is required to provide: Evidence that the Property failed to meet the Statutory Repairing and/or other contractual standard in terms of the tenancy agreement, and, in particular, the date upon which repairing issues began, the way in which the repairing issues were reported to the Applicant as landlord and the response of the Applicant as landlord, including any inspections or repairs carried out; Evidence of the exact nature of any loss suffered by the Respondent and how this has been quantified; A submission as to the Respondent's entitlement to an abatement of rent, the extent of the abatement sought and an explanation as to how the abatement has been quantified. 2. The Applicant is required to provide: any records or documents pertaining to any inspections of or repairs to the Property in support of their position that the Property met the Repeating Standard and/or other contractual standard in terms of the tenancy agreement.”

7. Both Parties complied with the Direction.

Hearing

8. The Hearing took place on 9 January 2026 at 10.00 by telephone conference. As at the CMD, the Applicant was represented by Mr Maxwell of the Applicant's Agents. Mr Bond of the Applicant attended also. Again, the Respondent was not present and was represented by Mrs. Wilson, her daughter.
9. The Tribunal recapped on the CMD and outlined that the matters to be dealt with at the Hearing would be Mrs. Parkin's entitlement, if any, to an abatement of rent and the amount of that abatement. The Tribunal advised that any abatement would relate to the tenancy and not to Mrs. Parkin's ability to pay. With reference to Mr. Bond's proposal to settle the matter at the CMD, the Tribunal offered the Parties an opportunity, if they wished, to discuss a

settlement. The Parties agreed to this approach and so the Tribunal adjourned the Hearing briefly.

10. On reconvening, the Parties advised the Tribunal that they had agreed a settlement the terms of which were that Mrs. Wilson on behalf of Mrs. Parkin would pay £2,500.00 at £250.00 per calendar month beginning on 1 February 2026 and asked that the Tribunal grant an Order to this effect.

Findings in Fact

11. From the Application, the CMD and the Hearing, the Tribunal made the following findings in fact: -
- i) There was a private residential tenancy of the Property between the Parties which ended in November 2024;
 - ii) The unpaid rent accrued from April 2024 to November 2024;
 - iii) The Parties agree that rent amounting to £2,500.00 is due and owing by the Respondent to the Applicant.

Decision and Reasons for Decision

12. The Tribunal had regard to all the information before it and to its Findings in Fact.
13. The Tribunal had regard to the fact that the Parties agree that the Respondent owes the sum of £2,500.00 to the Applicant. Accordingly, the Tribunal granted the Order in this amount. The Parties having agreed a time to pay at £250.00 per calendar month from 1 February 2026, granted a Time to Pay Order on those terms.
14. This decision is unanimous.

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.

Karen Moore

9 January 2026

Legal Member/Chair

Date