



**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/25/1249**

**Re: Property at 3 Hattrick Farm Cottages, Craigbet Road, Inverclyde, PA11 3SF (“the Property”)**

**Parties:**

**Mr James Crone, 11C Kirk St, Campbeltown, PA28 6BL (“the Applicant”)**

**Mr Kenneth Lemay, North Cottage, Castle Road, Wemyss Bay, PA18 6AN (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment for £340 (THREE HUNDRED AND FORTY POUNDS).**

**Background**

1. An application was received by the Housing and Property Chamber dated 22<sup>nd</sup> March 2025. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Applicant having suffering loss due to the boiler not working in the Property.
2. On 30<sup>th</sup> September 2025 all parties were written to with the date for the Case Management Discussion (“CMD”) of 2<sup>nd</sup> February 2026 at 10am by teleconferencing. The letter also requested all written representations be submitted by 17<sup>th</sup> August 2021.

3. On 3<sup>rd</sup> October 2025, sheriff officers served the letter with notice of the CMD date and documentation upon the Respondent personally. This was evidenced by Certificate of Intimation dated 3<sup>rd</sup> October 2025.

#### The Case Management Discussion

4. A CMD was held 2<sup>nd</sup> February 2026 at 10am by teleconferencing. The Applicant was present and represented himself. The Respondent was present and represented himself.
5. The Applicant said that the boiler broke on night of 23<sup>rd</sup>/24<sup>th</sup> December 2024. He contacted the letting agency on 24<sup>th</sup> December 2024. The letting agency said that they were unable to contact someone to attend that day but that the Applicant was welcome to try to contact an emergency gas engineer. The Applicant found someone who could attend that day. The call out fee was £200. The engineer deemed the boiler not to be safe. It was capped. This left the Applicant without hot water or central heating (it was LPG central heating). He did have a dishwasher in the Property but was unable to wash his pots and pans as they were cast iron pots and pans which cannot be washed in the dishwasher. He only had cold water to wash his hands. He required to boil a kettle to get hot water. The Applicant said that he had an electric shower which was not affected by the boiler. He also had a multi fuel burning stove that heated his living room only. The Property was a three bedroomed property which he lived in on his own. He had his own plug in heaters. He was not offered any alternative heating by the letting agent. The Applicant said that there was ice on the windows during that time. The boiler was fixed on 15<sup>th</sup> January 2025. The letting agent gave him a rent free month in January 2025 as a gesture of goodwill. The Applicant did not consider that this was sufficient for what he had gone through during that time. He is of the view that he should be paid another two months rent payment which is £1590. He does not consider that the Respondent has addressed his losses as it was the letting agent who gave the month free rent.
6. The Respondent said that he was not opposed to paying £340 as requested for the gas engineer call out and extra fuel costs. He considered that the Applicant has been compensated for his losses with the waiver of the rent for January 2025.
7. The Tribunal was satisfied that the outstanding amount for £340 was due to the Applicant by the Respondent. It considered that the Applicant had been compensated for his losses by the award of £340 plus the waiver of the rent charge for January 2025. The Applicant did not have any other losses that he wished to evidence. He had alternative heat sources in the form of his own plug in heaters and a multi fuel stove. He had a dishwasher to wash the majority of his dishes and electric shower to wash. The Tribunal noted that the Applicant had not had the full use of the Property as intended but that this was addressed by the waived rent charge. The boiler was replaced 22 days after it broke which includes festive closures and bank holidays. This was a reasonable time period for the boiler to be fixed within. The Tribunal found that it was appropriate to grant an order accordingly.

## Findings and reason for decision

8. A Private Rented Tenancy Agreement commenced 1<sup>st</sup> November 2022. It ended on or around the end of May 2025
9. The Property is a three bedroomed bungalow. The Applicant lived on his own in it.
10. On the night of 23<sup>rd</sup>/24<sup>th</sup> December 2024 the boiler broke in the Property. The boiler was replaced on 15<sup>th</sup> January 2025 which is 22 days after he reported it. This was a reasonable amount of time to replace a boiler given also that there were festive closures during that period.
11. The Applicant telephoned the letting agent on 24<sup>th</sup> December 2024 asking for an emergency call out for the boiler. The letting agent was not able to source someone who could attend. The letting agent gave authority for the Applicant to get an emergency boiler repair person. This cost £200.
12. The Applicant had an multi fuel burning stove in the living room. He had extra cost for fuel due to the boiler not working. This amounted to a combined cost for wood and coal of £140.
13. The Applicant had no hot water for the duration of the boiler not working. He had an electric shower which was not affected by the boiler not working. He was able to use his dishwasher with the exception for this cast iron pots which he required to boil a kettle to warm the water to wash them.
14. The Applicant received on months rent free for January 2025 as a gesture of goodwill. The rent charge was £795 per month.
15. The Applicant has been compensated for his inconvenience for the 22 days that he did not have hot water by the letting agent giving him a rent free month in January 2025. The Applicant has claimed £340 for his outgoing which is not disputed by the Respondent. The Applicant is entitled to be paid £340 by the Respondent.

## Decision

16. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £340 by the Respondent.

## **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.

Gabrielle Miller

2<sup>nd</sup> February 2026

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Legal Member/Chair

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Date