



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/25/1620

**Re: Property at Angus Logging, Downieken, Newbigging, DD5 3RL (“the
Property”)**

Parties:

**Mrs Lisa McDonald-Lee, 21 Panmurefield Terrace, Monifeith, Angus, DD5 4QU
 (“the Applicant”)**

Rhonda Lamont, 23 David Street, Broughty Ferry, DD5 2BU (“the Respondent”)

Tribunal Members:

George Clark (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the application should be decided without a Hearing
and made an Order for Payment by the Respondent to the Applicant of the sum
of £200.**

Background

1. By application, dated 15 April 2025, the Applicant sought an Order for Payment by the Respondent by way of compensation for issues encountered by her during her and her husband’s tenancy of the Property. The sum sought was £3,590.50.
2. The application stated that the Applicant and her husband had been tenants of the Property from December 2023 until March 2025. They had encountered numerous issues that they had reported in a timely manner.
 - (i) The heating in the bathroom had not worked when they moved in. They reported it on 7 December 2023, but it was not fixed until 20 February 2024.

- (ii) The Applicant's husband had contacted the letting agents on 20 December 2023 as he was unable to find a key to access the oil tank. This was problematic as they could not say how much oil was left in the tank and they wanted to avoid it running empty. They had been authorised to remove the padlock themselves but were unable to do so. The heating stopped working on 14 February 2024 and the Applicant contacted the letting agents for assistance. The agents sent someone to break the lock on 19 February, and oil was delivered the following day, but the Applicant had to pay extra for a quick delivery.
 - (iii) Areas of discoloured carpet shown in photographs in the Check-in Report were damp. The Applicant had to purchase a dehumidifier.
 - (iv) The condensation in the bedroom was unimaginable.
 - (v) The Applicant had sent the letting agents photographs of items that had gone mouldy, including expensive footwear, a mattress and a bed frame.
3. The view of the Applicant was that she should be entitled to compensation amounting to the equivalent of two months' rent for the condensation problem, 17 days at 50% of the monthly rent for a problem with the radiator in the second bedroom, 75% of the monthly rent for the period from 1 December 2023 until 20 February 2024, being the period that the heating in the bathroom was not working and £945 for items damaged by mould, including the purchase of a new bed and mattress. She calculated the total claim at £3,590.50.
 4. The application was accompanied by a copy of a Private Residential Tenancy Agreement between the Applicant and her husband as tenants and the Respondent as landlord, commencing on 1 December 2023 at a rent of £925 per month.
 5. On 4 November 2025, the Respondent provided written submissions to the Tribunal. She stated that the Applicant and her husband had accepted the condition of the Property and the Inventory at the commencement of the tenancy. The management company acting as letting agents had provided the tenants with condensation guidance in an email of 3 December 2023. The oil had run out due to the Applicant's oversight. They said they could not see how much oil was left in the tank, but the Inventory stated that the tank was empty and there is a gauge on the tank indicating the level of oil in it. They did not need the key giving access to the tank to know how much oil was in it. The Respondent suggested that the property was not heated from the start of the tenancy and excessive levels of condensation were the result. They should have managed the condensation by reference to the guidance offered by the management company. The stains on the carpet were historic. A report obtained from Hamptons Timber Specialists (Dundee) Ltd had recommended a loft-mounted Positive Input Condensation Control Unit, which the Respondent had installed.
 6. Following a Case Management Discussion held on 15 December 2025, the Applicant was directed by the Tribunal to provide a written explanation for her

failure to attend and to confirm whether she wished to continue with the application. The Applicant did not respond to the Direction.

Case Management Discussion

7. A second Case Management Discussion was held by means of a telephone conference call on the afternoon of 27 February 2026. The Applicant and the Respondent were both present.
8. The Applicant told the Tribunal that she recalled receiving the guidance regarding ventilation, heating and condensation. She and her husband had found the condensation issue in the bathroom difficult to manage, particularly as they moved in during the winter months. They reported on 7 December 2023 that there was no heating in the bathroom. It was not fixed until 20 February 2024. She referred the Tribunal to the photographs in the Check-in Report, which showed condensation on the bathroom window. The Respondent replied that she had put the heating on but had moved out of the Property for a month before the tenancy began, to enable it to be prepared for letting.
9. The Tribunal Chair asked the Respondent why it had taken her so long to install the condensation control unit, recommended in February 2024, but not fitted until June 2024. She responded that it was a recommendation and was not mandatory and that she had hoped that, after they filled the oil tank and could use the system, the Applicant and her husband would learn how to heat and ventilate a country cottage, with the guidance they had received.

Reasons for Decision

10. The Tribunal noted that the heater in the bathroom was not working from 7 December 2023 until 20 February 2024. In that respect, the Applicant did not have full enjoyment of part of the Property for some 11 weeks, in that the bathroom would be very cold, but that did not impair their enjoyment of the living, sleeping, eating and cooking facilities, so any abatement of rent to which they might have been entitled was modest. The Tribunal regarded the sum of £200 as fair, reasonable and proportionate in the circumstances. The Tribunal did not consider that the lack of heating in the second bedroom for a period of 17 days justified any abatement of rent.
11. There was no evidence that the Applicant had reported to the Respondent or her letting agents when they moved in that a stain on the living room carpet was damp, and the view of the Tribunal was that this was a matter that would be unlikely to escape comment in what was an extremely detailed Check-in Report which was accepted by the Applicant.
12. The Tribunal noted the difficulty the Applicant had in removing the padlock from the oil tank, but accepted the Respondent's response, not challenged by the Applicant, that there was a visible fuel gauge which would have indicated the level of oil and that, in any event, the Check-in Report had stated that the tank was empty. It was clearly not completely empty, as the Applicant was

able to use it for some time after moving in, but the view of the Tribunal was that the Applicant and her husband must have been aware that the tank was empty or nearing empty and that it was their responsibility to fill the tank much sooner than they did. Accordingly, the Tribunal did not uphold any claim for additional costs of a next-day delivery of oil.

13. The view of the Tribunal was that the Applicant and her husband had, perhaps due to inexperience, failed to manage the necessary balance between heating and ventilation that is required to minimise the risk of damp and mould in an old stone cottage during winter months. The Respondent's agents had provided guidance on these issues and the Tribunal did not consider that there was any fault that could be attributed to the Respondent. The difficulty in removing the padlock did not of itself prevent the heating system from working and, given the visibility of the fuel gauge and the comment in the Check-in Report that the tank was empty, the Respondent could not be held responsible for the fact that the fuel ran out. In any event, the tank was filled very quickly thereafter, and any damp or mould problem would not have been significantly exacerbated by that issue. Accordingly, the Tribunal determined that the Respondent could not be held liable for the consequential damage to the Applicant's and her husband's clothing or furniture and furnishings.

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.

George Clark

Legal Member/Chair

27 February 2026
Date