



**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) Act 2016**

Chamber Ref: FTS/HPC/CV/24/0113

**Re: Property at 2 Mitchell Grove, East Kilbride, Glasgow, G74 1QZ (“the
Property”)**

Parties:

**Mr William Weddle, 3142 3142 Alabama St, La Crescenta, 91214, United States
 (“the Applicant”)**

**Miss Megan Campbell, Mr Reiss Mcguire, Unknown, Unknown, Unknown (“the
Respondents”)**

Tribunal Members:

Mary-Claire Kelly (Legal Member) and Ahsan Khan (Ordinary Member)

Decision (in absence of the Respondents)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined to grant an order for payment in the sum of SEVEN
HUNDRED AND THIRTY-EIGHT POUNDS AND SEVENTY-NINE PENCE (£738.79)**

Background

1. By application dated 9 January 2024 the applicant seeks an order for payment in the sum of £1389.90 in respect of arrears of rent.
2. Case management discussions (“cmd”) took place on 28 March 2024 and 4 March 2025. Prior to the cmd on 4 March 2025 the respondents had lodged written representations disputing liability for the rent arrears. The reason given was issues with disrepair affecting the property during the tenancy period. The second respondent submitted correspondence with environmental health and

the applicant's representatives with the written representations. The second respondent stated that he suffered from a disability for which he received personal independent payment. He stated that he suffered from a severe learning disability and mental health issues which may impact his ability to participate in the Tribunal proceedings.

3. The Tribunal fixed an evidential hearing to consider the disputed issue of whether the respondents are liable for the outstanding rent. The Tribunal issued a note following the cmd clarifying that if the respondents sought to raise a counterclaim in relation to damages arising from the dampness and disrepair they would require to submit a separate application.
4. In light of the second respondent's submissions regarding his disability and ability to participate in proceedings the Tribunal invited representations regarding the format of the hearing and provided details of where the respondents might access advice.
5. A teleconference hearing was fixed for 10am on 9 September 2025. Neither party attended the hearing. The Tribunal dismissed the application for want of insistence. The applicant's representative applied to Recall the decision under Rule 30. The respondents opposed the application. The Tribunal recalled its decision of 9 September 2025. A fresh evidential hearing was scheduled for 11 February 2026 via teleconference.

Hearing – 11 February 2026– teleconference

6. The applicant was represented by Mr Bar, DJ Alexander, Letting Agents. Neither respondent was present nor represented. The Tribunal was satisfied that both respondents had been properly notified of the hearing and proceeded with the hearing in their absence in terms of Rule 29.

7. Prior to the hearing the applicant's representative had submitted the following documents:
- Copy tenancy agreement
 - Rent statement
 - Copy text and email correspondence between the respondents and letting agents regarding repairs issues.
 - A timeline relating to repairs issues
8. The respondents had submitted written representations, a timeline of repairs issues and copy email correspondence between the respondents and DJ Alexander relating to repairs including print outs from the repairs portal on the letting agent's website..
9. Mr Bar sought to increase the sum sued for as he stated that arrears had increased since the application was submitted. An email requesting amendment of the sum sued for had been received by the Tribunal on 29 January 2026. The issue of increasing the sum sued for had been raised at the first cmd on 28 March 2024. The applicants had not complied with the requirements of Rule 14A in terms of the timescales for requesting an amendment in advance of the hearing despite having a lengthy period of time to do so. The Tribunal refused the request to amend the sum sought.
10. Mr Bar sought an order for payment in respect of arrears of rent. He referred to the rent account which had been submitted showing the level of rent arrears to be £1390 as at the date the application was submitted. The Tribunal heard evidence from Mr Bar on each of the repairs issues raised by the respondents.
11. The Tribunal found the following facts to be admitted or proven:
- a) Parties entered into a tenancy agreement with a commencement date of 15 June 2023.
 - b) Monthly rent due in terms of the tenancy agreement was £695 per calendar month.
 - c) The respondents moved out of the property on 22 April 2024.

- d) DJ Alexander acted as letting agents on behalf of the applicant.
- e) As at the date the application was submitted there were rent arrears of £1390.
- f) After the respondents moved into the property they experienced issues with the functioning of the shower. They reported an issue with the functioning of the shower causing the fuse box to trip on 6 July 2023 to the letting agents. A repair was carried out to place the shower in proper working order on 7 September 2023.
- g) On 31 July 2023 the respondents reported an issue with the functioning of the boiler to the letting agents. The boiler was not in proper working order from 31 July 2023 until 25 October 2023, a period of 86 days. From 29 September 2023 until 25 October, (26 days), the boiler was non-functioning leaving the respondents without central heating and hot water.
- h) DJ Alexander offered a payment of £577.50 to the respondents as part of a complaints procedure relating to the impact of the boiler issues on the respondents. The respondents refused the offer of payment.
- i) The applicant served a notice to leave on the respondents on or around 3 November 2023.

Reasons for the decision

- 12. The Tribunal accepted that arrears of £1390 had been due at the date of the application. This was supported by the rent accounts that had been submitted.
- 13. The right to an abatement of rent 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."

14. The Tribunal considered that the repairs issues with the boiler and shower directly impacted the respondents' physical enjoyment of the property. The Tribunal was not satisfied that any other issues set out in the respondents' written representations were grounds for an abatement of rent.

15. Both parties had submitted detailed written submissions setting out the timeline of events in relation to reporting the boiler issue. It was not disputed that the issue with the boiler was first reported on 31 July 2023. The applicant's written representations stated that the boiler ceased functioning completely on 2 October 2023. The respondents' written representations stated that the boiler ceased functioning completely on 29 September 2023. The Tribunal preferred the respondents' position in relation to the date which was corroborated by their production number "RM8", a copy of a repairs notification to the letting agents. The Tribunal considered that a non-functioning boiler would have had a significant impact on the respondents' enjoyment of the property. The Tribunal applied an abatement of 20% of the rent for the 59-day period between 31 July and 28 September when there were ongoing issues with the boiler's functioning, and 40% of the rent for the 26-day period during which the boiler was completely not functioning resulting. The Tribunal considered the abatement to be fair and proportionate in light of the impact on the respondents.

16. Based on a monthly rent of £695 (£22.85 per day), this results in a rent abatement of £269.62 for the 59-day period and £237.64 for the 26-day period, giving a total abatement of £507.26.

17. In relation to the issue with the shower, the Tribunal noted that the nature of the repair and the length taken to complete the repair were not disputed. Mr Bar had stated that a tradesperson had been sent out promptly to address the issue. The initial report of an issue with the shower on 6 July 2023 was contained within the respondents' production "RM7". No evidence was put forward that there was any delay in carrying out repairs attributable to the respondents refusing access for a sustained period to allow appropriate repairs to be carried out. It was not disputed that a repair was carried out to place the shower in proper working order on 7 September 2023. The Tribunal considered an abatement of 10% of the rent charged for the 63 day period during which the shower was not in proper working order to be proportionate and reasonable in the circumstances. This amounted to £143.95.

18. Allowing for the foregoing abatement of rent in respect of the issues with the boiler and shower, the Tribunal determined to grant an order for payment in the sum of £738.79 (£1390 - £507.26 - £143.95).

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

26 February 2026 _____
Date