



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/25/1964

Re: Property at Room 4/07, Central House, 50 Jamaica Street, Glasgow, G1 4QG ("the Property")

Parties:

Mr Sangseok Han, 117 Ingram Street, Glasgow, G1 1DJ ("the Applicant")

Maryse Mukangabo, Xenia Lettings Ltd, Central House, 50 Jamaica Street, Glasgow, G1 4QG ("the Respondent")

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision (in absence of the Respondent)

At the Case Management Discussion ("CMD"), which took place by telephone conference on 11 March 2026, the Applicant was present. The Respondent was neither present nor represented and had lodged no written representations.

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("the Rules") had been satisfied relative to the Respondent having received notice of the CMD and determined to proceed in the absence of the Respondent in terms of Rule 29.

Background

The Tribunal noted the following background –

- i. The Applicant leased the Property from the Respondent in terms of a Private Residential Tenancy Agreement ("the PRT") that commenced on 24 September 2024.
- ii. The rent payable in terms of the PRT was agreed to be £780 per 4 weeks.
- iii. The Applicant vacated the Property on 10 March 2025.
- iv. The application is dated 6 May 2025 and has been amended through the sift process.

- v. The Applicant's claim is for payment of £1,470 comprising the following elements all as outlined in his email of 8 September 2025 –
- Emotional distress and administrative burden £300
"Due to the respondent's persistent and unjustified rent demands even after my tenancy ended – including threatening correspondence involving my guarantor – I suffered severe stress and anxiety. Their refusal to respond to emails over several months exacerbated the issue. As a result, I declined two PhD offers from UK universities in 2025, directly due to the trauma and instability caused by my housing experience in the UK. This constitutes significant emotional harm and a substantial disruption to my academic and professional plans."
 - Duplicate rent paid unnecessarily £585
"I vacated the property on 10 March 2025 and informed the agent accordingly. While I acknowledge that the lease required four weeks' notice and I provided only two weeks, the early termination was necessitated by the property being in an uninhabitable condition (lack of hot water and refrigeration). Therefore, although I paid £585 as demanded, this amount constitutes a loss directly caused by the respondent's failure to maintain basic living standards, and I am seeking reimbursement of this expense."
 - Loss of housing function due to disrepair £585
"From 27 January 2025 until my departure on 10 March 2025 (a total of 42 days), the property was effectively uninhabitable. The refrigerator was broken during this entire period, and there was no hot water. I had to store food outside the window and shower at a nearby gym. The rent for 4 weeks was £780, so the rent attributable to this 42-day period was £1,170. I am therefore seeking a 50% rent reduction for this period, amounting to £585, which reflects the significant loss of functionality and habitability."

The CMD

At the CMD and under questioning from the Tribunal the Applicant made the following submissions -

- i. The Applicant vacated the Property on 10 March 2025.
- ii. Previously by email dated 28 February 2025 the Applicant gave Notice to Leave to the Respondent's Letting Agent. In his email of that date to Danyal Hamid of Xenia Lettings the Applicant stated –
"Additionally, I am formally notifying you that I will be vacating the property on March 10, 2025, and will not be renewing or extending my contract beyond this date."
- iii. The sum of £585 was paid by the Applicant to the Respondent for the period from 11 March 2025 to 31 March 2025 at the request of the Respondent's Letting Agent. That amount is not due and ought to be repaid.

- iv. The Applicant required to move from the Property to room 1/09 on 28 January 2025 due to electrical issues in the Property.
- v. The Property and room 1/09 were of similar size with the same facilities.
- vi. However, the refrigerator did not work in room 1/09 and could not be used throughout the period that the Applicant occupied that room, namely from 28 January to 10 March 2025.
- vii. The whole building of which the Property forms part was affected by there being no hot water from 27 January 2025. This situation continued until the Applicant removed on 10 March 2025.
- viii. He required to shower at the gym and therefore had to become a member of the gym to use the facilities which cost around £50. He was not previously a member of the gym. Another student did the same.
- ix. The Property was not habitable so the Applicant required to leave early.
- x. The Applicant paid his rent in full to 10 March 2025.
- xi. The Applicant considers he is entitled to recover from the Respondent £585 for there being no hot water nor a properly working fridge.
- xii. Relative to his claim for stress and anxiety the Applicant confirmed he did not require to seek medical help.
- xiii. During the Summer and in January and February 2025 the Applicant received PhD offers from the University of Strathclyde and the University of Southampton. In the event he decided not to pursue his studies in the UK and returned to South Korea to other research opportunities.
- xiv. He said the housing issues described gave him a lot of stress as did the administrative burden of dealing with numerous emails before and after the PRT ended.
- xv. He vacated on 10 March 2025. On 24 April the Respondent's Letting Agent made a rent demand. After this application was made the Letting Agent made another rent demand on 5 May 2025 in a sum of more than £2,000. After 19 May the sum sought reduced to £585. The Applicant asked for a breakdown but none was forthcoming. The Guarantor was also contacted.
- xvi. The deposit paid by the Applicant was not returned until January 2026. The deposit was returned in full.

The Tribunal adjourned to consider the position.

Findings in Fact

The Tribunal made the following findings in fact –

- i. The Applicant leased the Property from the Respondent in terms of the PRT that commenced on 24 September 2024.
- ii. The rent payable in terms of the PRT was agreed to be £780 per 4 weeks.
- iii. The Applicant required to move from the Property to room 1/09 on 28 January 2025 due to electrical issues in the Property.
- iv. The Property and room 1/09 were of similar size with the same facilities.
- v. The refrigerator in room 1/09 did not work and could not be used throughout the period that the Applicant occupied that room, namely from 28 January to 10 March 2025.
- vi. The whole building of which the Property forms part was affected by there being no hot water from 27 January 2025. This situation continued until the Applicant removed on 10 March 2025.
- vii. The Applicant required to shower at the gym and therefore had to become a member of the gym to use the facilities which cost around £50.

- viii. The Applicant vacated the Property on 10 March 2025 having given written notice thereof by email on 28 February 2025.
- ix. After vacating the Property the Applicant, in response to a number of demands from the Respondent's letting agent over a period of weeks for varying amounts said to be due, paid the latter and lowest of those demands being £585. Payment was made on 20 June 2025 and the Applicant emailed Xenia Lettings that day stating that payment "*does not represent any admission of liability, nor any acknowledgment of the legal or contractual validity of the amount claimed*".
- x. Clause 24 of the PRT provides that the PRT may be ended by the Applicant "*giving the Landlord at least 28 days' notice in writing to terminate the tenancy*".
- xi. Clause 18 of the PRT obliged the Respondent to ensure that the Property meets the Repairing Standard and to repair and maintain the Property from the start date of the tenancy and throughout the tenancy. This obligation expressly includes (a) ensuring that the installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair and in proper working order, and (b) ensuring that any fixtures, fittings and appliances provided under the PRT are in a reasonable state of repair and in proper working order. On becoming aware of a defect, the Respondent obliged herself to complete the work within a reasonable time.
- xii. The absence of hot water in the building of which the Property and room 1/09 form part and the failure by the Respondent to provide a refrigerator in proper working order all from 28 January to 10 March 2025 collectively constitute a material breach of Clause 18 of the PRT by the Respondent.
- xiii. The Respondent being in material breach of the PRT is not entitled to demand that the Applicant perform his obligations under the PRT.
- xiv. The Applicant was entitled to terminate the PRT and remove from the Property on 10 March 2025. Rent was not payable by the Applicant to the Respondent after 10 March 2025. The sum of £585 paid by the Applicant to the Respondent's letting agent on 20 June 2025 being rent for the period 11 to 31 March 2025 is therefore due to be repaid by the Respondent.
- xv. The Respondent having failed to perform her obligations under Clause 18 of the PRT as stated above, the Applicant is entitled to an abatement of rent for the period from 28 January to 10 March 2025. An abatement of 50% of the rent otherwise payable during that period is reasonable. The Respondent is therefore liable to repay to the Applicant a further sum of £585 in connection therewith.

Reasons for Decision

The Respondent was not present or represented at the CMD and had lodged no written representations. The Tribunal therefore accepts the Applicant's position as set out in his application and associated documents, and orally at the CMD all of which was unchallenged.

In his email of 8 September 2025 the Applicant purports to set out the legal basis of his claim. He refers to the Consumer Protection from Unfair Trading Regulations 2008 which are repealed, to the Landlord and Tenant Act 1985 which has no application to Scotland, and to the Letting Agent Code of Practice which has no application to this claim which is against the Applicant's landlord.

The Tribunal's overriding objective is to deal with proceedings justly all in terms of Rule 2 of the Rules which states –

"2.— The overriding objective

- (1) *The overriding objective of the First-tier Tribunal is to deal with the proceedings justly.*
- (2) *Dealing with the proceedings justly includes—*
 - (a) *dealing with the proceedings in a manner which is proportionate to the complexity of the issues and the resources of the parties;*
 - (b) *seeking informality and flexibility in proceedings;*
 - (c) *ensuring, so far as practicable, that the parties are on equal footing procedurally and are able to participate fully in the proceedings, including assisting any party in the presentation of the party's case without advocating the course they should take;*
 - (d) *using the special expertise of the First-tier Tribunal effectively; and*
 - (e) *avoiding delay, so far as compatible with the proper consideration of the issues."*

The Applicant is unrepresented and notwithstanding that the Applicant's presentation of the legal basis of his claim is flawed he does, nevertheless have a proper legal basis of claim by reference to the PRT which represented the contractual arrangements between the parties.

Dealing with each element of the Applicant's claim in turn:-

➤ *Emotional distress and administrative burden £300*

Whilst the Applicant maintained he had suffered severe stress and anxiety as consequence of the Respondent's rent demands even after the PRT, by his own admission he did not seek medical advice or support. He also stated that he declined PhD offers from UK universities "directly due to the trauma and instability caused by my housing experience in the UK". The absence of medical evidence undermines the Applicant's claim relative to stress and anxiety. Whilst the Applicant was undoubtedly inconvenienced the Tribunal is not persuaded on the facts and in the absence of medical evidence that the Applicant suffered any personal injury that justifies an award of compensation.

➤ *Duplicate rent paid unnecessarily £585*

In terms of the PRT rent was agreed to be £780 payable every 4 weeks with the first payment being for the period 24/09/2024 to 22/10/2024 and 4 weekly thereafter.

By email dated 28 February 2025 the Applicant gave notice to the Respondent's letting agent that he would be vacating the Property on 10 March 2025. The Applicant formally removed from the Property and returned the keys that day. He paid rent up to and including 10 March 2025.

After vacating the Property the Applicant, in response to a number of demands from the Respondent's letting agent over a period of weeks for varying amounts said to be due, paid the latter and lowest of those demands being £585. Reference is made to the email of 20 May 2025 from Xenia Lettings to the Applicant (in which rent is said to be due to 31 March 2025) and the Applicant's email of 16 June 2025 in which he states his "*willingness to settle the outstanding amount currently claimed by your office, solely for the purpose of releasing the guarantor from any further legal or credit-related responsibilities*". Payment was made on 20 June 2025 and the Applicant emailed Xenia Lettings that day stating that payment "*does not represent any admission of liability, nor*

any acknowledgment of the legal or contractual validity of the amount claimed'. It is this amount that the Applicant seeks to recover as part of his claim.

Clause 24 of the PRT provides that the PRT may be ended by the Applicant "*giving the Landlord at least 28 days' notice in writing to terminate the tenancy*". In correspondence with the Applicant following him removing from the Property the Respondent's letting agent complains that the Applicant did not give the requisite notice period required in terms of the PRT and that rent remained payable to 31 March 2025. There are a number of problems with this approach –

- i. The Applicant gave written notice on 28 February 2025 that he would remove from the Property on 10 March 2025. If 28 days notice was indeed required, the PRT would have ended on 28 March 2025, not 31 March 2025. On any view rent is therefore not payable by the Applicant to the Respondent from 29-31 March 2025.
- ii. However, it is trite in law that where one party to a contract is in breach of their obligations under a contract, that party cannot call upon the other party to perform their obligations. The legal principle is "mutuality of obligations".

The Respondent was in material breach of her obligations under the PRT. In terms of Clause 18 of the PRT the Respondent obliged herself to ensure that the Property meets the Repairing Standard and to repair and maintain the Property from the start date of the tenancy and throughout the tenancy. This obligation expressly includes (a) ensuring that the installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair and in proper working order, and (b) ensuring that any fixtures, fittings and appliances provided under the PRT are in a reasonable state of repair and in proper working order. On becoming aware of a defect, the Respondent obliged herself to complete the work within a reasonable time.

The Applicant required to move from the Property to room 1/09 on 28 January 2025 due to electrical issues in the Property. However, the refrigerator did not work in room 1/09 and could not be used throughout the period that the Applicant occupied that room, namely from 28 January to 10 March 2025.

More importantly, the whole building of which the Property forms part was affected by there being no hot water from 27 January 2025. This situation continued until the Applicant removed on 10 March 2025. No explanation for this failure has been provided by the Respondent. In the absence of any explanation the Tribunal considers the absence of hot water and the failure to provide a refrigerator in proper working order collectively constitute a material breach of contract.

The Respondent being in material breach of contract is not entitled to demand that the Applicant serve 28 days notice to remove per the PRT under the principle of mutuality of obligations. The Applicant gave notice on 28 February that he

would remove on 10 March 2025 and did so. He paid rent to that date. No further rent is due and the Applicant is entitled to recover the additional sum of £585 paid under protest on 20 June 2025.

➤ *Loss of housing function due to disrepair £585*

The Applicant maintains that from 27 January 2025 until his departure on 10 March 2025 (42 days) the Property was effectively uninhabitable. The refrigerator in room 1/09 to which he required to remove was broken during this entire period, and there was no hot water in the building. He had to store food outside the window and shower at a nearby gym by becoming a member thereof at a cost of £50. The rent for 4 weeks was £780, so he calculates the rent attributable to this 42 day period to be £1,170 and seeks a 50% rent abatement for this period, amounting to £585, which he says reflects the significant loss of habitability. In the absence of any explanation from the Respondent as to the delay in the hot water supply and the malfunctioning refrigerator being repaired the Tribunal accepts an abatement of rent to be justified and considers the Applicant's claim for an abatement of 50% to be reasonable. The Respondent is therefore due to reimburse the Applicant a sum of £585 under this heading.

Decision

The Respondent is ordered to pay to the Applicant a sum of £1,170.

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that

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.

Gillian Buchanan

Legal Member/Chair

29 March 2026
Date