



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber)**

**Chamber Ref: FTS/HPC/CV/25/3290**

**Re: Property at 5/4 Moray Place, Edinburgh, EH3 6DS (“the Property”)**

**Parties:**

**Mr Gary McCallum, 14 Lovers Lane, Perth, Scone, PH2 6RG (“the Applicant”)**

**Mrs Belinda Hayter-Hames, CHAGFORD HOUSE, Chagford, Devon, NEWTON  
ABBOT, TQ13 8BW (“the Respondent”)**

**Tribunal Members:**

**Virgil Crawford (Legal Member)**

**Decision**

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

**BACKGROUND**

1. The Applicant previously rented the Property from the Respondent.
2. The lease has ended.
3. The Applicant presented an Application to the Tribunal on 29 July 2025. The Application sought a payment order in the sum of £12,000.00.
4. The “reasons for making the application” within the application stated: -  
*“I have been drinking from a “cold” labelled tap in the kitchen for over a year in the rented property. This was found to be supplied by a lead tank, with lead levels of 3.19 in it. I have experienced extreme physical defects from this given the volume of water I*

*drink. The landlady never told us this water was supplied by a lead tank, verbally or in the contract. This is illegal and negligent. More details available”.*

5. The “details of the order being sought from the Tribunal” within the application were stated to be:-

*“£12,000. For a repayment of the full 12 months I was drinking water from a lead tank and experiencing health ailments. I had to take time off work due to illness multiple times. I had to take time off to get blood/lead test. The stress and anxiety of finding out about this news. Waiting to hear the results. The landlady being dismissive of the lead tank and saying she did not legally have to tell us about this”.*

6. In relation to the “required documents” to be submitted with the application these were stated by the Applicant to be: -

*“The contract for the flat (rent £1,000 pm). She does not disclose in here the taps are supplied by a lead tank. The water results showing lead is present. Correspondence over text with landlady, showing her negligence and being dismissive of the situation.”*

7. Following the application being presented to the Tribunal there was extensive correspondence between the administration department of the Tribunal and the Applicant seeking to clarify the basis of the claim and the quantification of the amount claimed. By email dated 18 August 2025 the Tribunal wrote to the Applicant advising that further information was required as follows: -

*“Your application seeks an order in the sum of £12,000 but provides no detail as to how that sum has been arrived at. You must provide specification of your claim. Please provide a breakdown of how the sum has been calculated, together with evidence to support your claim. For example, you refer to having suffered health issues and therefore you must provide medical evidence in this regard. Further, if the sum sought includes financial loss due to being unable to work, please evidence of same (sic). You may wish to seek legal advice.*

*You may wish to consult a solicitor or advice agency if you require further guidance regarding your application. The Tribunal cannot provide you with legal advice but there are details of advice agencies under the Useful Links section of the Tribunal website.”*

8. The Applicant responded on 18 August 2025 advising that he was unable to obtain legal advice due to the cost of the same. He went on to state: -
- “I have requested £12,000 because this is the full cost I have incurred to stay at this flat for the year I have been here.... and believe I should be entitled to have this money back because she has been negligent and broken the law.... Further, there is no central heating system in the flat (including my bedroom) which is illegal.... I actually was made redundant from my job this month, and have no access to the system to prove time off while I went to the hospital to get my bloodwork taken – this took the whole day and could have affected the decision to let me go, but I am not sure.... Further, I experienced extreme anxiety around the potential of lead poisoning. This was particularly bad because I was drinking large amounts of water from that tap over a month while I was recovering from an operation. My arthritis (what the operation was aiming to improve) had become extremely bad and I felt that my blood pressure was extremely bad, which is a symptom of lead poisoning, because my skin and face were constantly red and I was always inflamed. This is evidenced as attached from the surgeon who operated on my knee... Overall, my arthritic symptoms in my knee and other areas of my body have significantly worsened over the last year while staying here. **There is obviously no way that I can prove that the lead tank supplied “drinking” water is the cause of this,** (emphasis added) but it seems coincidental. There is no safe level of lead in drinking water. There is lead in the water. I have been drinking excessively and for a long period of time out of a lead tank – we were not to know this because not once did our landlady tell us about this. This is negligence and has potentially caused me long term health problems.... **The £12,000.00 is not a fool proof number that I came up with based on any calculations,** (emphasis added) but more an honorary amount – seeing as I have paid this to the landlady for an unsafe flat, I believe I am entitled to this back, in full”.*
9. The Applicant provided a letter to the Tribunal from an orthopaedic surgeon. This did not make any reference to the Applicant’s arthritis being affected, far less worsened, as a result of lead being within his system. The letter referred to “*some redness of his hands and face which is a little unusual and perhaps points to a generalised inflammation picture*” but, again, was not related to lead being within the Applicant’s system. The Applicant, in further written submissions, however, suggested that he believed the redness may have been caused by lead in his system.

10. The Tribunal again corresponded with the Applicant on 2 September 2025 this correspondence stated:-

*“You responded on 18 August 2025 stating that you were seeking recovery of your rent for one year. You also refer to medical matters but you have not provided any medical evidence. Please note our substantive request above still stands. Please respond to this. Please also respond to the following: -*

- 1. Please clarify the rental payments you are seeking to recover from your landlord and why. Please provide a rent statement with details of rental payments paid with dates.*
- 2. Please clarify if you continue to reside in the Property.*
- 3. Please provide any medical evidence to substantiate your position.*

11. The Applicant responded on 5 September 2025 his email saying, amongst other things:-

*“I’m a bit confused about what kind of evidence to expect me to have here?*

*The bottom line of the situation is that the landlady has broken the law on two fronts: -*

- 1. She failed to disclose that the “cold” labelled tap (picture of tap attached) in the kitchen was supplied from a lead tank leading to potential extreme negative health consequences, given the amount of the water I had drunk over a long period of time. The toxicology report (attached now as well) showed there was lead in the water. The safe level of lead in water is zero, therefore this was unsafe for consumption and she acted negligently at best by not informing us.... It’s illegal and has potentially caused me extreme long term negative health consequences.*

- 2. She did not have central heating in my room or other habitable rooms in the property..... This is part of my claim as well.*

*As for medical records, I am sure you know what the NHS is like with this kind of thing. I did not go to the GP about this as they were unable to test me for a long term issue as I was only a temporary resident in Edinburgh.... As such I had to go to A & E to get my blood-work taken, because I was extremely panicked by the potential poisoning. I had to take a day off work, and lost my job a couple of weeks later. The whole experience caused significant anxiety due to already underlying health conditions which being exacerbated in the time I stayed at the flat. The blood toxicology report – which I never saw, nor did the person who I called for the results, supposedly only said that I did not*

*need chelation therapy (only required in extreme circumstances) but that was supposedly all it said, so for all I know, I could have very high levels of lead in my blood, which only releases in 30+ years.... I have previously attached a surgeons report ....saying that I looked extremely red in the face and hands, a symptom of high blood pressure, which is a symptom of lead poisoning. **I believe it's linked** (emphasis added). Logically, I was drinking significant amounts of lead water for over a year, this was bound to have negative consequences. **It would be impossible to "prove" that my redness, high blood pressure and tingling in my hands were a result of lead poisoning** (emphasis added) but some logic can be used to put two and two together?.... **the £12,000.00 I am seeking may seem a little arbitrary** (emphasis added) .... **Now because I am unable to prove for 100% definite that I have been lead poisoned,** (emphasis added) it looks like she will just get away with it. The documents I have provided so far as sufficient to paint a picture, and it is this kind of stress to provide even more documentation to assist with my claim, that protects these landlords even more... I have to deal with this stress to try to recover some of the costs I incurred and get damages for health consequences of drinking water out of a lead tank for over a year.... If she has not acted illegally please could you tell me why and then I will understand if my claim is rejected".*

12. The Tribunal responded on 7 October 2025 stating the following:-

*"In order to make a claim against your landlord, you must have a legal basis for doing so. If part of your claim relates to personal injury, you must produce medical evidence and submissions on the quantification of your claim with reference to case law. If you have suffered financial loss, you should provide vouching in support of your claim to show how your loss has been calculated. The onus of proof of loss rests with you... This area of law can be quite complex and you may wish to reconsider taking advice from a Solicitor or housing advisory service..."*

13. The Applicant responded on 7 October 2025 stating:-

*"So my claim is rejected?  
There is evidence she has broken the law? What more do you want me to provide, I've sent all documents.  
You don't seem to be seeing how she has broken the law and regulations."*

14. The Applicant's response of 7 October 2025 went on to refer to breaches of the repairing standards regulations and under a section headed "Legal Framework" referred to "Lead in Drinking Water Requirements". This referred to "the updated repairing standard guidance from 1 March 2024", "Scottish Water's Landlord Guidance on lead" and "Public health law". Another section headed "Public Health and Consumer Protection" made a general assertion that

*"There are obligations under laws and regulations concerning consumer protection and public health that require safe water supply. Landlords have a duty of care towards tenants to ensure water supply for drinking and cooking is safe.*

*It is not necessary for clinical treatment (such as chelation therapy) to be required in order for breach of negligence to be established. The law allows for risk, harm, and symptoms even when the exposure is lower and only measurable by professional testing".*

15. Under a heading of "lead contamination" the Applicant referred to

*"A professional test confirmed presence of lead in the water"*

and stated that

*"NHS tests were conducted but did not provide a numerical blood lead level.... simply that chelation therapy was not required"*

and

*"If further testing were done now, lead levels in blood may be lower (due to lack of recent exposure), but this does not negate the period of exposure nor the risk, nor **the possibility** that some lead has already been absorbed and may be sequestered in the bone or other tissues, where **it continues to pose potential health risks**" (emphasis added).*

16. Under a heading of "Legal and evidential issues: What is and is not required".

The Applicant stated: -

*"It is not legally required that I show extreme medical intervention.... The law does not require that I have a precise numerical measurement of blood lead in order to succeed.... Symptoms experienced (worsening arthritis, facial redness, elevated blood pressure) are relevant evidence of harm or risk, even without a formal medical letter explicitly stating "this is caused by lead exposure"".*

17. Under a heading "claim for remedy" the Applicant stated he was seeking

*"A financial award covering the period of my tenancy during which I was exposed to these conditions.... Compensation for*

*physical health risk, anxiety, distress, inconvenience and any additional costs I incurred.”*

18. Under a heading “legal conclusions” the Applicant stated

*“I’ve provided you with evidence of all of these things. As for medical records about blood/lead levels, I have told you, the NHS testing system only has a pass/fail for blood/lead levels. Mine was a fail because it didn’t require chelation therapy but this would only be required in very extreme circumstances. If I were to get a more detailed blood test done now it may not show up because of the time passed and the fact it has now seeped into my bones (where it stays for 30 years)... Regardless, I feel like I may just be too stupid for you legal people, because I can’t understand why someone who has broken all these laws and regulations is being protected. Maybe a phone call with someone would help me to understand?... Please let me know, maybe if you could explain it properly over the phone that would help me understand”.*

19. In a separate email dated 7 October 2025 to the Tribunal the Applicant stated

*“If this claim is rejected, where do I go?... The whole system is disgusting. Protecting greedy landlords and neglecting people with less money who need to rent from them. As I say, I would like a phone call with one of these lawyers because obviously they’re just so much more clever than I am, and can see why this landlord should get away with breaking laws and regulations, but I can’t.”*

20. In an email to the Applicant from the Tribunal dated 21 October 2025 it was pointed out to the Applicant that his Application remained active and had not been rejected. It pointed out that, while the Applicant had queried what information or evidence the Applicant should provide in support of his application, this is not something the Tribunal can advise him on and he would require to seek his own independent legal advice. The email referred the Applicant to various agencies which may be able to assist him and provided a link to the Tribunal website and its “useful links” section.

21. On 7 November 2025 the Tribunal again corresponded with the Applicant. This email stated to the Applicant that, in order for his application to be accepted, he

*“must have a legal basis and must specify how the landlord is responsible for the specific amount being sought.”*

It was noted that he was seeking a refund of all rent paid by him during a 12 month period. He was asked

*“Please clarify the legal basis of your claim. You have stated you seek an abatement for all rent for 12 months due to the condition of the property and have also stated that you seek compensation due to personal injury and / or direct financial loss.... For the avoidance of doubt please confirm the legal basis of your claim and the specific amount sought for each category of loss.... You require to support your claim with evidence.... It may benefit you to seek advice from a solicitor or advice agency regarding your application.... The Tribunal cannot provide you with legal advice....”*

22. The Applicant responded on 17 November 2025 confirming he was seeking a rent abatement of £12,000.00, compensation for distress and inconvenience in the sum of £1,500.00 and direct financial loss in the sum of £1,700.00 (although £1,500.00 of this related to an alleged defective heating supply at the Property which did not form part of this application).

23. In a separate email dated 17 November 2025 the Applicant stated

*“I have told you on numerous occasions that **the bloodwork I had didn’t reference personal injuries specifically due to the threshold not being extremely serious** (emphasis added)”*

and, in another email of the same date, the Applicant stated

*“let me know that this sufficient to proceed... You’re a public service, you should be there to protect members of the public who have been harmed by law breakers”.*

24. On 2 December 2025 a legal member of the Tribunal ultimately accepted the Application to enable it to proceed to a Case Management Discussion for further consideration by the Tribunal. This decision was intimated to the Applicant. On 8 December 2025 he corresponded with the Tribunal enquiring

*“So does this mean that there is a strong case here and the landlady broke the law?”*

In an email dated 12 December 2025, after the Applicant had been advised that a Case Management Discussion would be convened, he enquired

*“Great, can I ask as well what changed from you needing more documentation, to realising that the landlady broke the law? I didn’t provide any more doc’s (sic), but the claim then progressed?”*

25. In an email dated 21 January 2026, when enquiring about a timescale for a Case Management Discussion being assigned, the Applicant stated to the Tribunal

*“It’s disgusting that you have been defending this person for so long...she has likely now sold the flat...and hasn’t been held accountable for her vile behaviour because you guys have stalled the tribunal...maybe something you should look into to protect other members of the public...”*

26. In a separate email on 21 January 2026 the Applicant stated

*“It was (a Tribunal member) asking for more supplementary documents, outside of the necessary ones that I’ve already provided that I was referencing. He stalled the case multiple times, then the case went forward with the same documents I’d always had. This was the frustrating thing. I’d shown the landlady broke the law, yet you were all being difficult about it, and eventually realised this then the case went forward. I knew I was right and didn’t require any more documents because the ones I had were sufficient, but you kept asking me for more which caused massive delays. I appreciate you cannot bring the Tribunal forward because of this, but in future, it’d be good if you didn’t need a whole load of emails explaining why your decision is wrong to put the case forward, which you did eventually... you eventually realised that I was right, and put the case forward. The delays were all on your behalf. Quite poor service.”*

## **THE CASE MANAGEMENT DISCUSSION**

27. Both parties participated personally in the Case Management Discussion. Neither party had a representative.

28. At the commencement of the Case Management Discussion the Chairperson of the Tribunal explained this was the first calling of the case before the Tribunal and was the first opportunity the Parties had to discuss the case with the Tribunal and to enable the Tribunal to decide how the case should proceed. It was pointed out to Parties that the Tribunal can do various things at a Case Management Discussion, for example, continuing the Case Management Discussion, assigning a Hearing or the Tribunal can make a final determination of the case at the Case Management Discussion. Parties were advised that they would be given every opportunity to present their case to the Tribunal and to advise the Tribunal of matters which were relevant to the Application before it.

## **The Applicant**

29. The Applicant was thereafter invited to address the Tribunal. The Tribunal, summarised what it understood the application to be stating and seeking, that being that the Respondent had been negligent in failing to advise him of a lead water tank at the Property, resulting in him drinking water with lead within it, and he was seeking a payment order for £12,000.00 due to there being lead within the water and he having been affected by that.
30. The Applicant confirmed that was part of his application but there were other factors to it. The Tribunal pointed out, however, that the application to the Tribunal was specific. The Tribunal read to the Applicant the terms of his application – as referred to at paragraphs 4 and 5 above - and pointed out that the matters referred to within the application are the only matters the Tribunal could consider. The Tribunal was not in a position to consider issues relating to, for example, the heating system within the Property which was not referred to in the application.
31. The Applicant maintained that, while such matters were not referred to within the actual application, they were still relevant for the Tribunal as they confirmed negligence on the part of the Respondent and confirmed her breach of statutory duties. The Tribunal advised it did not agree with that assertion. The application is based upon the existence of a lead water tank within the Property and lead within the water supply and the failure of the Respondent to advise of this. The heating system and any defects within it were not part of the application.
32. The Applicant was asked to address the Tribunal in relation to the alleged negligence and, separately, quantification of his claim. The Tribunal also pointed out that the acceptance of his application did not automatically mean he had a strong case nor that the Respondent broke the law, as suggested by him in his e mail dated 8 December 2025, and he would require to address the Tribunal in relation to the negligence alleged by him and quantification the amount claimed by him.
33. In relation to negligence, the Applicant stated “she had a duty. Repairing standards guidance says the Property should not contain lead pipes. The landlady never told me about this.”
34. The Applicant confirmed the Respondent had organised a lead water test and this found there to be lead within the water.
35. No further submissions were made in relation to the negligence alleged by the Applicant.

36. The Tribunal thereafter asked the Applicant to quantify his claim. He did not feel there was any need to do so beyond stating that the Respondent had broken the law and he believed he was entitled to have all rental payments he had made returned to him.
37. The Tribunal enquired in relation to specific aspects of his claim. The Tribunal asked him to provide information in relation to the effect lead within the water had upon him and his health. He confirmed that, while he had undergone a blood test, he was not provided with any information in relation to the level of lead within his blood, he was merely advised that he did not require chelation therapy, that being understood to be the type of therapy provided to persons who have lead within their blood. It was pointed out that the absence of any medical evidence that lead had been absorbed into his blood or elsewhere within his body may cause a difficulty with the Tribunal being able to identify any causal link between lead being within the water at the Property and any health effects being suffered by the Applicant.
38. The Applicant suggested that he had suffered worsening symptoms of his arthritis. Again, however, he accepted that there was no medical evidence to suggest that any worsening symptoms of his arthritis was in any way related to there being lead within the water at the Property nor lead within his blood or elsewhere within his body.
39. The Applicant suggested, however, that it is known that lead is a heavy metal and it is dangerous for it to be consumed. He also suggested that it is known that lead is absorbed into the bones and can remain there for 30+ years. He believed that lead within his system may have been responsible for his arthritis worsening, although he accepted that the medical report from a Consultant Orthopaedic Surgeon made no reference to the same.
40. Separately, the Applicant suggested, as he had done in his written submissions, that redness of his hands and face were possibly as a result of lead poisoning. Again, however, he accepted there was no medical or other evidence to support that proposition.
41. In relation to the certificate of analysis of water which was provided, this confirmed that in a sample of water taken on 9 July 2025, which was examined on 14 July 2025, an analysis of the water disclosed 3.19 microgrammes of lead per litre of water. It was accepted by the Applicant that this analysis did not contain any further information, for example, it did not provide any opinion as to the likely effect of lead at that concentration being within water nor did it provide any information as to maximum permitted levels of lead within water. The Applicant suggested, however, that it should be known that there is no safe level for lead in water.

42. When asked to again address the Tribunal in relation to any causal link between any alleged medical condition arising or worsening as a result of lead within his system and any alleged negligence on the part of the Respondent, the Applicant merely maintained the Respondent had been negligent and that he deserved full reimbursement of rental payments made.
43. The Tribunal enquired as to the quantification of his claim, even assuming there had been an effect upon his health or the worsening of any existing conditions. The Applicant suggested that he could not provide such information, merely commenting that it was his health, suggesting that such an important issue could not be quantified. The Tribunal advised the Applicant that health matters can, indeed, be quantified in financial terms, that being done on a very regular basis in legal proceedings for personal injury.
44. The Applicant maintained that the breach of a statutory duty – in this case the repairing standards duties – in itself constituted negligence and merited payment to him. The Tribunal did not accept that bald assertion by the Applicant. The Tribunal attempted to explain, by way of analogy, exactly why it was asking this of the Applicant. The Tribunal suggested that the repairing standard requires a house to be wind and watertight. If a Property had two windows which were not wind and watertight, which resulted in water ingress and perhaps mould within the Property, that would not necessarily result in there being an automatic claim by any tenant for full reimbursement of all rent which had been paid. While the Tribunal was attempting to make enquiry by using that analogy, the Applicant repeatedly interrupted the Tribunal Chair, suggested that the analogy was not appropriate, was not a good one and he did not consider it to be relevant.
45. The Tribunal pointed out that it was trying to have the Applicant explain the alleged negligence, as opposed to breach of a statutory duty, and to suggest that there requires to be a quantification of any claim arising therefrom and that it is not the case that a breach of a statutory duty would automatically result in all rental payments being reimbursed.
46. The Applicant advised the Tribunal that he was *“not here to baby feed you”* and suggested that *“it should be assumed information”*, effectively suggesting that the Tribunal should proceed on the basis of his written and oral submissions and should accept that his claim is justified, despite the absence of any medical vouching in relation to any health concerns or issues nor any proper quantification of the claim he was making.

### **The Respondent**

47. The Respondent was invited to address the Tribunal. She advised that when it became apparent that the Applicant had been drinking water from a tap which was fed by a lead tank, "it was scary for both of us". She arranged for an analysis of the water by the Local Authority. She denied, however, that there was negligence on her part. She explained that there was no duty upon her to explain the existence of the lead water tank to the Applicant.
48. She had explained in her written submissions and again explained orally, that there were three taps within the kitchen, a drinking tap, which was supplied from the water mains, and, separately, a cold water tap (fed from the lead water tank) and a hot water tank. She maintained that one of the taps did indicate that it was a drinking water and that tap would have been safe.
49. In relation to the analysis of the water by the Local Authority, the certificate of analysis had been lodged with the Tribunal by the Applicant. She had the original certificate and a covering letter. The covering letter, she advised, intimated that the maximum permitted level of lead within water is 10 microgrammes per litre of water, that being significantly higher than the level found to exist.

### **The Applicant's Further Submissions**

50. The Applicant thereafter addressed the Tribunal further. He was of the view that he had proven all that he had to to establish his claim. He advised that he does have arthritis and it got worse. He believed that this was due to, in part at least, the lead within the water he had been drinking. He was unable to provide any medical vouching for that.
51. He advised that he had high blood pressure, separately stating this was a known side effect of lead within a persons body. Again, however, there was no medical vouching to confirm he had high blood pressure or that it was caused, or worsened, by lead within his water supply.
52. He suggested that he had submitted various studies and reports to the Tribunal in support of his application. The Tribunal advised that it did not have any such studies or reports in the documentation provided by him. He maintained that he had submitted these, or "referenced them".
53. He believed it was the responsibility of the Tribunal to make investigations on his behalf in relation to his case. The Tribunal pointed out that it was not appropriate for the Tribunal to make enquiries on behalf of either Party. The Tribunal was an independent and impartial body which required to act fairly in relation to both parties. The Application before the Tribunal was presented by

the Applicant and it was for him to provide all relevant information in support of his case.

54. The Tribunal asked him to advise when he had submitted the documents he was referring to as they were not within the papers provided to the Tribunal Chair. He advised he did not have his laptop with him at present. The Tribunal stated it would give him an opportunity to retrieve his laptop to enable him to identify when these documents were sent to the Tribunal to enable the clerk of the Tribunal to identify them and provide them to the Tribunal Chair. The Applicant advised that he did not think he would be able to find them. The Tribunal queried that position also. If he has sent them into the Tribunal he should, surely, have them within the email correspondence? He advised he did not think he would be able to recover them and did not wish to attempt to do so. He advised that he would be able to submit these at a later stage. He suggested that he would be able to submit World Health Organisation Studies and Scottish Water Studies.
55. The Tribunal suggested to the Applicant that he has had ample opportunity throughout the application process to provide all evidence available to him. The extensive correspondence between the Tribunal administration and the Applicant was referred to, the Tribunal during the application process repeatedly advising the Applicant that further information was required. The Applicant remained of the view that it was the duty of the Tribunal to make its own enquiries and that he, as a non-represented person, should be able to rely on the Tribunal to do so – *“that is what the Tribunal is for”*. It was again pointed out to the Applicant that the Tribunal is an independent legal body to adjudicate between Parties and not to make enquiries or investigations on behalf of either Party.
56. The Tribunal intimated to the Applicant that it was minded to dismiss his application. He was invited to make any further submissions he wished before a final decision was made by the Tribunal.
57. The Applicant thereafter began reading from documents which he believed supported his position. One of the documents he read from was, apparently, a document detailing changes to the Housing (Scotland) Act 2006 repairing standards provisions referring to tests requiring to be done on water to confirm the lead content does not exceed 10 microgrammes per litre. The Applicant was asked to repeat that part of the submission he was now making. He advised that he did not consider it relevant to do so. The Tribunal pointed out that what was relevant was a matter for the Tribunal to determine and again asked the Applicant to read that part of the document again. He again resisted but ultimately consented and again confirmed that the

document he was reading from suggested that tests should be done on water to confirm that the lead content does not exceed 10 microgrammes per litre.

58. The Tribunal pointed out to the Applicant that the document that he had read from suggested that the lead content within water could be significantly higher than the lead content in the water at the Property. He maintained that there was no safe lead content for lead in water and, separately, attempted to draw a distinction between the guidance he read suggesting that there be a test of the water prior to any incident arising as opposed to the situation here where the water was tested after he became aware that he had been consuming water with lead content. The Tribunal considered the distinction the Applicant was attempting to draw to be without merit.

### **Decision and Further Comments**

59. The Tribunal intimated that it was dismissing the Application. The Applicant intimated that he would complain about the manner in which the Tribunal was conducted, suggesting that the Chairperson of the Tribunal had been combative from the outset.

60. When the Tribunal was explaining its reasons for dismissing the Application, the Applicant terminated his involvement in the proceedings. The Tribunal, however, continued until it had explained its reasons for the benefit of the Respondent.

### **REASONS FOR DECISION**

61. The Applicant has presented what appears to have been a speculative application to the Tribunal seeking a payment order. His application was based upon negligence and, according to him, the effects lead within his drinking water had upon his health.

62. The Applicant believed it was the duty of the Tribunal to make investigations and enquiries to support his case. He suggested at the Case Management Discussion that he did not realise that he would be expected to provide further information to the Tribunal, despite the extensive correspondence indicating that further information was required from him. He appears to have assumed the acceptance of the case by the Tribunal was an indication that his case was a "strong" one and his application was well founded.

63. While the application was ultimately accepted by the Tribunal, the acceptance of the application to enable it to be considered further at a Case Management Discussion does not confirm that there is a sound legal basis for the application to be granted. The acceptance of the application to proceed to a

Case Management Discussion merely enables the case to call to enable Parties to address the Tribunal further and to inform any subsequent decision of the Tribunal as to the appropriate way to deal with the case. In this instance, the appropriate way was to dismiss the application.

64. The Applicant provided no information to establish the existence of any duty upon the Respondent which had been breached by her. He provided no information to enable the Tribunal to conclude the Respondent had been negligent in any way.
65. The application was based upon the existence of lead within one part of the water supply within the Property. While it was accepted, and confirmed by way of analysis of the water, that one of the taps had water with a lead concentration of 3.19 microgrammes per litre of water, there was no further information before the Tribunal to enable it to interpret or otherwise determine the consequences or likely effect of this.
66. Information provided to the Tribunal by the Applicant himself suggested that a lead concentration which did not exceed 10 microgrammes of lead per litre of water was permissible. That is consistent with the information the Respondent stated was within the covering letter provided to her by Edinburgh Council with the results of the analysis of the water.
67. While the Applicant maintained that there was no safe level of lead within water, there was no further information before the Tribunal to confirm that to be the case. Indeed, on the contrary, the Applicant himself provided information suggesting otherwise.
68. While the Applicant referred to studies and reports which were not lodged by him, the Tribunal requires to have regard to the law relating to the quality of water in Scotland. Regulations are in place governing the permitted concentration of lead in water for both public and private supplies.
69. While not being referred to be the Applicant, that Tribunal had regard to **The Public Water Supplies (Scotland) Regulations 2014/364 (Scottish SI)** which provides as follows: -

## **2.— Interpretation**

(1) In these Regulations—

*“parameter”* means a parameter referred to in column (2) of Table A, Table B or Table C, except in regulation 14A and schedule 3 where it means a parameter referred to in paragraph 2 of Part A of schedule 3 or in the first column of Table 1 [...] <sup>15</sup> or Table 3 in that schedule ;  
*“prescribed concentration or value”*, in relation to a parameter, means the corresponding maximum or minimum concentration, value or state

specified (or otherwise applying by virtue of a departure authorised by the Scottish Ministers under regulation 24(1) or 25(5)[...]¹⁷) in relation to that parameter in Table A, Table B or, as the case may be, Table C as measured by reference to the unit of measurement so specified, and as read (where relevant) with the notes to those Tables;

- (4) A reference in these Regulations to—  
 (a) Table A, Table B or Table C refers to the corresponding table in Schedule 1;.....

**4.— Wholesomeness: public water supplies**

(1) Water supplied by Scottish Water for human consumption purposes is, subject to [paragraph]¹ (4), to be regarded as wholesome for the purposes of Part VIA of the 1980 Act (as it applies to water supplied for such purposes) only if the requirements in paragraph (2) are satisfied.

(2) [At each point of compliance, water intended for human consumption purposes]² —

- (a) [must]³ not contain—  
 (i) any micro-organism;  
 (ii) any substance; or  
 (iii) any parasite,

at a concentration or value which would (whether in conjunction with another parameter in the water or otherwise) constitute a potential danger to human health;

(b) [must]⁴ not contain a parameter in Table A or Table B at a concentration or value in excess of or, as the case may be, less than the prescribed concentration or value for that parameter;.....

**Schedule 1 PRESCRIBED CONCENTRATIONS AND VALUES**

**TABLE B CHEMICAL PARAMETERS**

<b>(1)</b> <b>Item</b>	<b>(2)</b> <b>Parameter</b>	<b>(3)</b> <b>Concentration or value (maximum)</b>	<b>(4)</b> <b>Units of measurement</b>	<b>(5)</b> <b>Point of compliance</b>	<b>(6)</b> <b>Notes</b>
19.	Lead	10	µgPb/l	Consumer's tap	

70. The Tribunal also had regard to **The Water Intended for Human Consumption (Private Supplies) (Scotland) Regulations 2017 2017/282 (Scottish SI)** which provide as follows: -

### **3.— Interpretation**

(1) In these Regulations—

“*Table A*” means the table in Part A of schedule 2;

“*Table B*” means the table in Part B of schedule 2;

“*Table C*” means the table in Part C of schedule 2;

### **14.— Water quality standards**

(1) At each point of compliance, water must not contain—

(a) a micro-organism, parasite or substance which (in number or concentration) poses a potential danger to human health; or

(b) a parameter which exceeds its parametric value in Table A or Table B

## **Schedule 2 PARAMETERS AND PARAMETRIC VALUES**

### **Part B Chemical parameters**

<b><i>Parameter</i></b>	<b><i>Parametric value</i></b>	<b><i>Unit</i></b>	<b><i>Notes</i></b>
Lead	10	µg/l	Note 3 and 4

71. It is noted by the Tribunal that, as a matter of law, water quality is regulated by legislation, and the relevant regulations permit of lead in water provided the concentration does not exceed 10 microgrammes per litre of water. In this case the concentration of lead within water at the property was 3.19 microgrammes per litre of water, significantly below the legally permitted levels.

72. In the circumstances, the Tribunal was unable to conclude that there was any negligence on the part of the Respondent in renting a property which had a water supply with a lead concentration of 3.19 microgrammes of lead per litre of water.

73. Separately, even if negligence had been established, the Applicant requires to establish, and quantify, any injury or loss. He singularly failed to do so. He was unable to provide any evidence to the Tribunal to enable it to be satisfied that there had been any effect upon his health as a result of him drinking water with a lead concentration of 3.19 microgrammes per litre.
74. While he referred to his arthritis becoming worse, there was no information to suggest that was because of lead within the water supply at the Property. The report from the Consultant Orthopaedic Surgeon made no reference to that.
75. While the Applicant suggested that the redness in his face and hands was likely to be caused by lead within the water, again, there was no evidence before the Tribunal to enable it to draw any such conclusion.
76. Separately, the Applicant suggested he suffered from high blood pressure which was, according to him, a known side effect of lead within the body. Again, there was no evidence before the Tribunal to enable it to conclude that he had high blood pressure or, if he did, that it was caused by, or made worse by, lead within the water at the Property.
77. While the Applicant suggested that the Respondent had breached statutory duties in terms of repairing standards and he was therefore entitled to reimbursement of all rent money paid, the Tribunal did not agree with that proposition. No legal submissions were made in support of the same. Separately, however, that particular proposition appears to be based upon breach of contract rather than negligence and that did not form any part of the application before the Tribunal.
78. The Tribunal has a duty to deal with cases justly. This includes avoiding delay, so far as compatible with the proper consideration of the issues. While the Applicant suggested that he would be able to provide studies and other reports at a later stage, the Tribunal did not consider that any further delay in the case was appropriate. The Applicant has had ample opportunity to provide information to the Tribunal, indeed he was repeatedly requested to do so and failed to do so. Separately, however, the documents he intended to provide appeared to be studies and reports supporting his position in relation to the potential dangers of lead within water. He did not suggest he would be able to provide any information to show a causal link between lead within drinking water within the Property and any medical condition suffered by him. He also had failed to provide any information in support of any financial loss, despite having had ample opportunity to do so.
79. In the circumstances, the Applicant having failed to establish negligence on the part of the Respondent and, separately, any injury or loss being suffered

by him as a result of any alleged negligence,, there was no legal basis for the Applicant's claim. As such, the application falls to be dismissed.

## **DECISION**

The Tribunal dismissed the application.

### **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.**



24 April 2026

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**Legal Member/Chair**

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**Date**