



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/25/4141

Re: Property at 8/5 Saughton Mains Street, Edinburgh, EH11 3HH (“the Property”)

Parties:

Mr Andrew Dempsey, Miss Stephanie Wood, 8/5 Saughton Mains Street, Edinburgh, EH11 3HH (“the Applicant”)

Mr Shyam Kotthuri, Apt 804 Park Residences By, Rotana, PO Box 43377, Abu Dhabi, United Arab Emirates (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment for £457.48 (FOUR HUNDRED AND FIFTY SEVEN POUNDS AND FORTY EIGHT PENCE)

Background

1. An application was received by the Housing and Property Chamber dated 26th September 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 Respondent not maintaining rent payments.
2. On 31st March 2026 all parties were written to with the date for the Case Management Discussion (“CMD”) of 14th May 2026 at 10am by teleconferencing. The letter also requested all written representations be submitted by 21st April 2026 This was send to the Respondent by Royal Mail International Tracking Post.

The Case Management Discussion

3. A CMD was held on 14th May 2026 at 10am by teleconferencing. The Applicants were present and represented themselves. The Respondent was not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondents did not make representations in advance of the CMD.
4. The Applicants said that they rented the Property as a furnished property. It was a two bedroomed flat. One bedroom was used as an office. There was one couch and one bed let with the Property. The couch was a three seater couch. One of the seats was completely useable. The bed has wooden slats which the mattress rested upon. The frame was sagging and not supporting the mattress fully. It was concerning to the Applicants to continue to sleep in the bed. In addition their cat liked to sleep underneath the bed and they were concerned that the bed would collapse upon the cat. They did try to block the underneath of the bed with storage boxes but their cat still managed to sleep under it. They tried to support the bed with a kettle bell. It took five months and two days for the furniture to be replaced after reporting it to the letting agency. The Applicants are considering a separate letting agent application.
5. The rent was initially £700 per month. It was then raised to £917.11 per month. Finally the rent was increased to £1250 per month.
6. The Tribunal was satisfied that the Applicants did have loss of enjoyment of the essential furniture in the Property. Those pieces of furniture were not fit for purpose and were potentially dangerous. There should have been an abatement given by the landlord at the time or the matter and dealt with it more expeditiously. The Applicants had sought in their application a 20% abatement amounting to £914.95. The Tribunal considered this to be too high as they did have enjoyment of most of the Property though those pieces of furniture were significant. The Tribunal considered a 10% abatement to be a fair, reasonable and proportionate amount which is £457.48.
7. The Tribunal was satisfied that the outstanding amount for £457.48 was due to the Applicants by the Respondent and that it was appropriate to grant an order accordingly.

Findings and reason for decision

8. A Private Rented Tenancy Agreement commenced 27th March 2021.
9. The Applicants rented the Property as a furnished property.
10. The Applicants reported to the letting agent that their sofa had one seat that was unusable and that the wooden support slats in their bed was sagging and potentially dangerous.
11. It was on or around five months before the furniture was replaced.

12. The Respondent did not offer any abatement in the rent for not having full use of these pieces of furniture.

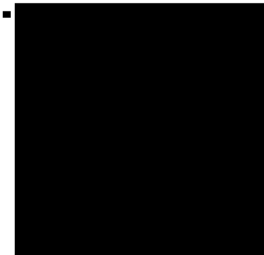
13. The Respondent had loss of enjoyment of the furniture and the Property during that period.

Decision

14. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £457.48.

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.



14 May 2026

Legal Member/Chair

Date