

Housing and Property Chamber
First-tier Tribunal for Scotland



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/25/3617

Re: Property at 17 South Drive, Liff, Dundee, DD2 5SJ (“the Property”)

Parties:

Mr Derek Murphy, Miss Jillian Susan Millar, 17 South Drive, Liff, Dundee, DD2 5SJ (“the Applicants”)

Mr Andrew Saari MacDonald, Mr Robert Saari MacDonald, 8 Church Road, Liff, Dundee, DD2 5NN (“the Respondent”)

Tribunal Members:

Ms H Forbes (Legal Member) and Ms E Williams (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be granted in favour of the Applicants in the sum of £345.24.

Background

1. This is a Rule 111 application whereby the Applicants are seeking an abatement of rent in the sum of £937.50 in respect of a period of 5 weeks when they were without hot water in the Property. The Applicants lodged a copy of a private residential tenancy agreement between the parties which commenced on 28th March 2025, and email correspondence between the parties.
2. A Case Management Discussion (“CMD”) took place by telephone conference on 9th April 2026. The Applicants were in attendance. The Respondents were not in attendance and were represented by Ms Coleman, Struan Baptie Letting Agency. The application was continued to an evidential hearing.
3. Both parties lodged further written representations and productions before the hearing.

The Hearing

4. A hearing took place by telephone conference on 11th August 2026. The Applicants were in attendance. The Respondent was not in attendance, and was represented by Mr Struan Baptie, Letting Agent. A witness for the Respondent was available to give evidence when required.

The Applicants' position

5. The Applicants said they reported no hot water in the Property on 1st July 2025. An engineer attended on 2nd July 2025. A temporary repair was carried out to the gas boiler. The Applicants contacted the engineer to inform him that the water was not heating thirty minutes after the engineer left. The engineer advised the Applicants to wait for a further period; however, the repair was not effective. The engineer then went on holiday, and the Applicants were left without hot water until a full repair was carried out on 4th August 2025.
6. The Applicants said the Property has four bedrooms, two bathrooms and a WC. There were two showers – one of which came off the gas boiler – and the other was an electric shower. The Applicants accepted they had use of the electric shower, but six people were living in the Property, so this was not sufficient. There was no running hot water.
7. Responding to questions from the Tribunal, the Applicants said they did not know there was also an immersion heater that could have been used to heat the water. Although it was stated in an email from the engineer dated 22nd July 2026 that he had informed the Applicants of the immersion heater, the Applicants said they were not informed of this. It was the Applicants' position that they did not know, when asked by the Letting Agent in August 2025 whether the immersion heater was working. They were not heating engineers and would not have known how to test this. The immersion heater was later fixed in April 2026, and the Applicants' position was that it had been faulty from July 2025 to April 2026. It was their position that the immersion ought to have been properly checked in 2025 when the issue was reported and repaired. The Applicants said the engineer was not qualified to repair the boiler.
8. The Applicants were content to leave the amount of abatement to the discretion of the Tribunal.

The Respondent's position

9. Mr Baptie said it was accepted that the delay in fixing the hot water was unacceptable. The Letting Agent can only rely on the information provided by the engineer, but it was accepted that they should have chased up the engineer or appointed another contractor. In respect of the immersion heater, the Respondent was not aware that it was not working. The email from the engineer stated that the Applicants had been told they could use the

immersion heater. Mr Baptie referred to an email dated 28th August 2025, when the Letting Agent had asked the Applicants to confirm whether the immersion heater was working and they had not done so.

10. Mr Baptie said it was accepted that some compensation was due to the Applicants. A previous offer of £100 had been made. Responding to questions from the Tribunal, Mr Baptie said he was prepared to offer £250 in compensation. Mr Baptie confirmed that the Respondent had not caused any delay in the works. The Respondent had authorised a repair.
11. Mr Baptie confirmed that evidence from the witness for the Respondent was no longer required.

Findings in Fact and Law

12.
 - (i) The Respondent is the registered proprietor of the Property.
 - (ii) The parties entered into a private residential tenancy agreement in respect of the Property which commenced on 28th March 2025 at a monthly rent of £1500, which equates to rent of £49.32 daily.
 - (iii) The Applicants reported a lack of hot running water from the gas boiler in the Property on 1st July 2025.
 - (iv) On 2nd July 2025, an engineer attended at the Property and made a temporary repair to the gas boiler which was not effective.
 - (v) The gas boiler was repaired on 4th August 2025.
 - (vi) The Applicants had use of an electric shower during the period from 1st July to 4th August 2025.
 - (vii) In April 2026, the immersion heater was found not to be working. It was repaired in April 2026.
 - (viii) The Applicants did not have full enjoyment of the Property due to the lack of hot water for a period of 35 days.

Reasons for Decision

13. In a situation where a tenant does not have full enjoyment of the property, it follows that rent is not lawfully due in respect of the parts of the property of which the tenant does not have full enjoyment. The Applicants did not have full enjoyment of the Property for a period of 35 days due to lack of hot water.

14. The Tribunal considered the previous Tribunal application FTS/HPC/CV/20/2010 which had been lodged by the Applicants, where an award of 35% rent abatement had been made. The Tribunal considered that application differed in that the Applicant was without heating and hot water. In this application, the Applicants were deprived of hot water, but the heating was in working order.
15. The Tribunal considered it was appropriate to make an order for an abatement of 20% of the rent paid for the period of 35 days. This amounts to a sum of £345.24.
16. The Tribunal considered it was unable to make any findings in respect of the immersion heater. The engineer did not give evidence; therefore, there was no opportunity for cross-examination. It was noted in the engineer's email to the Letting Agent of 26th August 2025 that he claimed to have informed the Applicants of the immersion heater. This was reiterated by the engineer in his email of 27th July 2026. The Tribunal thought it likely that the engineer had mentioned the immersion heater to the Applicants, but that matters had not been sufficiently explained to the Applicants as to how the system worked, and they were unaware of how to use the immersion heater. It was unclear on the evidence before the Tribunal whether or not the immersion heater was in working order in July 2025, although it was found not to be in working order in April 2026. There was no evidence that a fault with the immersion heater was reported between July and August 2025; therefore, the Respondent could not be expected to have arranged a repair at that time.

Decision

17. An order for payment is granted in favour of the Applicants in the sum of £345.24.

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.

Helen Forbes

Legal Member/Chair

11th August 2026
Date

