



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/24/5850

Re: Property at 2/1 438 Ballater Street, Glasgow, G5 0QW (“the Property”)

Parties:

Miss Magdalena Czech, 3/1 90 Torrisdale Street, Glasgow, G42 8PH (“the Applicant”)

Cairn Build (Scotland) Ltd, c/o 24-7 Property (Scotland), 1257 Shettleston Road, Glasgow, G32 7NG (“the Respondent”)

Tribunal Members:

Shirley Evans (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondent in favour of the Applicant in the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1500) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.

Background

1. This is an action for an abatement of rent and damages raised in terms of Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy of Private Residential Tenancy Agreement between the parties dated 5 November 2024, various emails between the Applicant and the Respondent’s letting agents 24/7 Property dated 5 November 2024- 4 December 2024, a receipt from IKEA, a receipt

from Your Anyvan, various photographs and a letter dated 15 November 2024 from Barclay Medical Practice.

3. On 18 February 2024, the Tribunal accepted the application under Rule 9 of the Regulations.
4. On 25 June 2025, the Tribunal enclosed a copy of the application and invited the Respondents to make written representations to the application by 16 July 2025. The Tribunal advised parties that a Case Management Discussion ("CMD") under Rule 17 of the Regulations would proceed on 11 August 2025. This paperwork was served on the Respondent by Stuart McLaren, Sheriff Officer, Glasgow on 26 June 2025 and the Execution of Service was received by the Tribunal administration.
5. On 22 July 2025 the Respondent's letting agent 24/7 Property lodged written representations with a Complaint's Procedure and Exit Inspection for the Property marked it was sent to the Respondent on 1 October 2024, a statement from Graham Pest Control, a Gas Safety Record dated 10 July 2024 from P Kelly Gas Services, and various other documents in relation to the Applicant's suitability as a tenant.

Case Management Discussion

6. The Tribunal proceeded with a Case Management Discussion on 11 August 2025 by way of teleconference. The Applicant appeared and represented herself. The Respondent was not present or represented despite the Tribunal starting 5 minutes late to allow the Respondent time to join. The Tribunal was satisfied the Respondent had received notice under Rule 24 of the Regulations and accordingly proceeded in their absence.
7. The Tribunal had before it the Private Residential Tenancy Agreement between the parties dated 5 November 2024, the various emails between the Applicant and the Respondent's letting agents 24/7 Property dated 5 November 2024- 4 December 2024, the receipt from IKEA, the receipt from Your Anyvan, various photographs, the letter dated 15 November 2024 from Barclay Medical Practice, the Letting agent's Complaint's Procedure, the Exit Inspection for the Property, the statement from Graham Pest Control, the Gas Safety Record dated 10 July 2024 from P Kelly Gas Services, the various other documents in relation to the Applicant's suitability as a tenant and the Respondent's letting agents representations. The Tribunal considered the terms of these documents.
8. The Tribunal referred the Applicant to the Respondent's written representations. The Applicant confirmed she first viewed the property on the 17th of October 2024 and that she moved into the property on the 5 November 2024. She had not been told by them that the heating and hot

water was not working. With regard to the Applicant's email to the Respondent letting agent 24/7 Property on 5 November 2024 the Applicant advised that when she got into the flat, she found that there was no heating or hot water. The bedroom window did not close properly. The Applicant explained that she emailed 24/7 Property straight away to advise them. The Applicant confirmed that she also found other items wrong with the flat including the fact that the fridge was not plugged in, the shower did not work, etc. She emailed 24 /7 Property on 6 November 2024. They sent the contractor to the flat to look at the boiler on the 6 November 2024, but the boiler could not be fixed properly as the contractor had to wait on some parts.

9. In response to questioning by the Tribunal as to how long she was without heating and hot water for the Applicant advised that it was approximately one week that the flat did not have heating or hot water. During this time, she was able to stay at friends and did not actually move into the property until 9 November 2024 after the window and the boiler had been fixed.
10. On the first night of staying in the property on 9 November 2024 she felt she had been bitten by something but was not sure and accordingly stayed there for another couple of nights. By 12 November 2024 she had more bites on her and consulted her GP. Her GP confirmed that from the photographs the Applicant had sent the marks on the Applicant appeared to be flea bites. The Applicant referred to original letter from her GP which was dated 15 November 2024.
11. The Applicant explained she complained to 24/7 about the fleas. Their correspondence, she submitted, was confusing. Someone attended on the 13 November 2024 to treat the fleas, although she was not sure whether this was Glasgow City Council or the contractor arranged by the 24/7 Property, Graham Pest Control. The Applicant went on to explain that 24/7 Property's response to her complaint that there were fleas in the Property was to ask whether she wanted to give up the tenancy. The Applicant explained that she was not in a position to do so as she had nowhere else to live at that stage.
12. The Applicant confirmed that she made a formal complaint to 24 /7 Property by way of email on the 21 November 2024. She explained to the Tribunal that after the flat had fleas in it, she had to purchase a new mattress. The flat was unfurnished, and she had purchased a new mattress before she moved in, but after the fleas, she had to get rid of it and purchase a new one as it was impossible to clean it properly to ensure there were no flea eggs embedded in it. A further flea treatment was given to the Property in or around the 26 November 2024 after the fleas returned on or around 21 November 2024.
13. By then the Applicant explained that she had found another property to live in and decided that she no longer wanted to stay in the Property. 24/7 Property insisted that she give 28 days' notice to leave. The last day of the tenancy was 20 December 2024.

14. The Tribunal went through the various heads of claim. Regarding the abatement of rent of £246.67, the Applicant explained that this was a pro-rata calculation based on the monthly rent of £770. It covered 10 days when she was unable to stay in the flat including the first few days from the 5- 9 November 2024 when she had no heating or hot water and then after she discovered the flea infestation. In total the Applicant explained that she did not live there for 10 days during that period.
15. The Applicant explained she was seeking 12 days overlap of rent from the 9- 20 December 2024 when effectively she was paying for two properties, namely the rent on the Property and for the new flat when she moved in. She had calculated this based on the monthly rent of £770 and was seeking £312.
16. The Applicant confirmed that she was also seeking reimbursement of the council tax and bills for that notice period of £24.22 and reimbursement for a new mattress for £229 and removal costs of £145.
17. With regard to the damages relating to the stress inconvenience and harm caused by fleabites the Tribunal asked the Applicant to clarify how she had calculated that the compensation due to her was £814.04. The Applicant explained that she had looked at previous Tribunal decisions and took an average from similar cases.

Findings in Fact

18. On or about 1 October 2024 the Respondent's letting agents carried out an Exit Inspection of the Property from the previous tenancy and noted the carpets had to be cleaned.
19. On 17 October 2024 the Applicant viewed the Property with the Respondent's letting agents 24/7 Property. 24/7 Property did not advise the Applicant of any issues with the Property.
20. The parties entered into a Private Residential Tenancy Agreement on 5 November 2024 in terms of which the Applicant agreed to rent the Property at a monthly rent of £770. The Property was unfurnished.
21. Clause 18 of the tenancy agreement provided as follows -

"The Landlord is responsible for ensuring that the Let Property meets the Repairing Standard.

The Landlord must carry out a pre-tenancy check of the Let Property to identify work required to meet the Repairing Standard (described below) and notify the Tenant of any such work. The Landlord also has a duty to repair and maintain the Let Property from the start date of the tenancy and throughout the tenancy. This includes a duty to make good any damage caused by doing

this work. On becoming aware of a defect, the Landlord must complete the work within a reasonable time.

A privately rented Let Property must meet the Repairing Standard as follows:

The house meets the Tolerable Standard, including satisfactory fire and carbon monoxide detection.

The Let Property must be wind and watertight and in all other respects reasonably fit for people to live in.

The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order.

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.

Any fixtures, fittings and appliances that the Landlord provides under the tenancy must be in a reasonable state of repair and in proper working order.

Any furnishings that the Landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed.

The Let Property must have a satisfactory provision for, and safe access to a food storage area and a food preparation space.

Common parts pertaining to the house can be safely accessed and Where a house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks.”

22. On moving into the Property on 5 November 2024 the Applicant discovered there was no heating or hot water and that the bedroom window did not close. She emailed 24/7 Property to complain about these issues. The Applicant did not move into the Property due to these issues.
23. On 6 November 2024 24/7 Property sent a contractor to fix the boiler. The contractor was unable to fix the boiler properly as he required to obtain spare parts.
24. On 6 November 2024 the Applicant discovered other issues with the Property including the shower not working and that she could not move the fridge to plug it in. She emailed 24/7 on 6 November 2024 to complain regarding these and other issues.
25. The boiler was fixed on or about 8 November 2024. The window was fixed on or about 8-9 November 2024.

26. The Applicant spent her first night in the Property on 9 November 2024. The Applicant was bitten and consulted her GP on or about 12 November 2024. She submitted photographs to the GP of the bites. Her GP advised the Applicant the bites were probably flea bites.
27. The Applicant reported that the Property had fleas in it to 24/7 Property on 12 November 2024.
28. On 13 November 2024, 24/7 Property instructed Graham Pest Service to treat the Property. The Property was treated for a flea infestation on 13 November 2024.
29. On 13 November 2024 24/7 Property asked the Applicant whether she wished to terminate the tenancy. The Applicant had nowhere else to live and accordingly did not terminate the tenancy. The Applicant spent a number of nights away from the Property with friends after the fleas were discovered.
30. On 21 November 2024 the Applicant lodged a formal complaint with 24/7 Property regarding the condition of the Property. The fleas had returned. The Applicant gave notice that she wanted to terminate the tenancy to the Property.
31. On 26 November 2024 Graham Pest Control attended the Property and carried out a further insecticidal spray treatment in the Property.
32. On 9 December 2024 the Applicant moved to a new property. 24/7 Property advised the tenancy of the Property would terminate on 20 December 2024. The tenancy terminated on 20 December 2024.
33. The Applicant incurred removal costs of £145. The Applicant had to replace her mattress at a cost of £229.
34. The Applicant has suffered physical harm, stress and inconvenience caused by the issues at the Property from 5 November 2024.

Findings in Fact and in Law

35. The Respondent has failed to comply with its obligation in terms of Section 14 (1)(a) of the Housing (Scotland) Act 2006 by failing to ensure the Property met the Repairing Standard at the beginning of the tenancy.

36. The Applicant is entitled to an abatement of rent and damages as a result of the Respondent's failure.

Reasons for Decision

37. In terms of Section 13 of the Housing (Scotland) Act 2006

(1) A house meets the repairing standard if—

(a) the house is wind and water tight and in all other respects reasonably fit for human habitation,

(b) the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order,

(c) the installations in the house for the supply of water, gas electricity (including residual current devices) and any other type of fuel and for sanitation, space heating by a fixed heating system and heating water are in a reasonable state of repair and in proper working order,

(d) any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order,

(e) any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed,

(f)

(g)

(h) the house meets the tolerable standard.

(i) any common parts pertaining to the house can be safely accessed and used,

(k) where the house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks.

38. In terms of Section 14 of the Housing (Scotland) Act 2006:-

(1) The landlord in a tenancy must ensure that the house meets the repairing standard—

(a) at the start of the tenancy, and

(b) at all times during the tenancy.

(2) The duty imposed by subsection (1) includes a duty to make good any damage caused by carrying out any work for the purposes of complying with the duty in that subsection.

*(3)The duty imposed by subsection (1)(b) applies only where—
(a)the tenant notifies the landlord, or
(b)the landlord otherwise becomes aware,
that work requires to be carried out for the purposes of complying with it.
(4)The landlord complies with the duty imposed by subsection (1)(b) only if
any work which requires to be carried out for the purposes of complying with
that duty is completed within a reasonable time of the landlord being notified
by the tenant, or otherwise becoming aware, that the work is required”.*

39. The Tribunal considered the issues set out in the application together with the documents lodged in support, Further the Tribunal considered the submissions made by Ms Czech. The Tribunal also considered the written submissions and documents lodged by 24/7 Property on behalf of the Respondent.
40. The Tribunal noted that the Respondent’s agent had submitted that the Property had been cleaned before the Applicant had taken occupation. The Tribunal also noted the Exit Inspection submitted by 24/7 Property. However, there was no information before the Tribunal that would allow the Tribunal to conclude that between the tenancy exit inspection which was noted as being sent to the Landlord on 1 October 2024 and when the Applicant took entry to the Property on 5 November 2024 that the heating and hot water system was in proper working order. Whilst the existence of fleas was not noted before the Applicant moved into the Property on 9 November 2024 it is more likely that fleas were present in the Property at the date of entry, possibly in the carpets and crevices and that they became active when the Applicant moved into the Property by biting her.
41. The Tribunal is of the opinion therefore that the Property did not meet the Repairing Standard when the Applicant moved into the Property in terms of Section 14 (1) (b) of the Housing (Scotland) Act 2006. It clearly did not meet the repairing standard at the date of entry until 9 November 2024 when there was no hot water or heating. It was on the balance of probability, uninhabitable due to the existence of fleas at the date of entry.
42. The Tribunal was satisfied that it was not reasonable to expect the Applicant to live in these conditions. Arguably the Applicant is entitled to a full abatement of rent for the duration of tenancy. Accordingly, the Applicant is entitled to an abatement of rent £246.67 being 10 days of the monthly rent when the Applicant did not occupy the Property. The Tribunal is also satisfied that she is entitled to damages of £312 being the equivalent of 12 days of the monthly rent for the period 9-20 December 2024 when she moved out of the Property to another property and required to pay rent to both the Respondent

and her new landlord. Similarly, the Tribunal was also satisfied she was entitled to be reimbursed for Council Tax for the same period of £24.22.

43. The Tribunal was satisfied that the Applicant was entitled to buy a new mattress and accordingly is entitled to be reimbursed in the sum of £229. She had exhibited a receipt for this. Further she is entitled to be reimbursed for her removal costs of £145 as per the receipt exhibited.

44. The Tribunal however consider that the sum sought of £814.04 for the Applicant's physical injury caused by flea bites together with the stress and inconvenience was overstated. The Tribunal took a broad brush approach and awarded the Applicant £543.11 for her physical injury, stress and inconvenience, bringing the total loss, injury and damage due to the Applicant of £1500.

Decision

45. The Tribunal awarded a payment order of £1500 against the Respondent in favour of the Applicant.

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.

Shirley Evans

11 August 2025

Legal Member

Date