



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/24/3562

Re: Property at 2 Left, 186 High Street, Lochee, Dundee, DD2 3DN (“the Property”)

Parties:

Mr Alistair Neil, 2 Left, 186 High Street, Dundee, DD2 3DN (“the Applicant”)

Itken LTD (c/o Easy Lets LTD), 27 Netherlea, Scone, PH2 6QA (“the Respondent”)

Tribunal Members:

Ms H Forbes (Legal Member) and Mrs M Lyden (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 Applicant in the sum of £103.85.

Background

1. This is a Rule 70 application received in the period between 5th and 28th August 2024. The Applicant lodged a short assured tenancy agreement between the parties which commenced on 1st September 2013, email correspondence and photographs, The Applicant was seeking a payment order in the sum of £815 rent abatement for periods when he did not have full use and enjoyment of the Property.
2. The Respondent representative lodged written representations and productions by emails dated 12th and 27th February 2025.
3. The Applicant lodged written representations by emails dated 20th February, 7th March 2025.
4. A Case Management Discussion (“CMD”) took place by telephone conference on 10th March 2025. The Applicant was in attendance. The Respondent was

not in attendance and was represented by Mr Jack Reavley and Ms Chantelle Maroney, Easylets. The application was continued to an evidential hearing.

5. The Respondent representative lodged written representations and productions by email dated 19th August 2025.
6. The Applicant lodged written representations and productions by emails dated 29th May and 1st and 3rd June 2025.

The Hearing

7. A hearing took place by telephone conference on 3rd September 2025. The Applicant was in attendance. The Respondent was not in attendance and was represented by Mr Greg Gardiner, Operations Director, and Mr Jack Reavley, Owner, Easylets (“the Letting Agent”).

Grant application

The Applicant’s position

8. The Applicant said he was emailed by the Letting Agent on 19th October 2022 (Case File page 87) requesting access to the Property for a survey in respect of the Energy Performance Certificate (“EPC”). By email dated 20th October 2022, the Applicant replied that he did not wish for alterations to be made and that if any work was required, he be provided with the largest amount of notice possible.
9. The Applicant said he then received an email on 18th August 2023 from Ashley Brankin (“AB”) (CF90) stating that his landlord was reviewing their properties with low energy ratings, including the Property, and mentioning government funding available to make improvements. The Applicant said he complied with the request for information regarding his circumstances. He was then contacted by the Letting Agent on 23rd August 2024, mentioning the scheme, and this was after the involvement of AB. The Applicant said he did not instruct any work. He had raised issues about repairing matters, such as draughts and the windows.
10. The Applicant said the scheme was not explained to him. He did not feel it benefitted him to have insulation installed. It was his position that this only benefitted the energy rating. Insulation was of no benefit if a property was draughty. The Applicant felt his concerns were not addressed. The Applicant said emails frequently stated that information was ‘required’ and he felt he had to provide the information requested. The Applicant said he did not volunteer any information, other than what was requested.

The Respondent’s position

11. Mr Gardiner explained the background to the scheme stating that energy consultant companies will approach the Letting Agent with a list of low EPC

properties, or to ask if there are properties with low EPCs. Mr Gardiner said AB approached the Letting Agent in the first instance. He was not clear whether the Property address was provided by AB or whether the Letting Agent provided the address. The Respondent would not have been involved at that stage, until it was known if the grant would be approved. Responding to questions from the Tribunal regarding several emails sent to the Applicant by the Letting Agent, which implied that the instigation for the improvements came from the Letting Agent (CF93, CF94, CF98, CF100), Mr Gardiner said he would maybe concede that the language used by the Letting Agent and AB was confusing as to the various roles and responsibilities of parties. Mr Gardiner said the Letting Agent was told after the survey had been completed that a grant was available to the Applicant and they then contacted the Respondent.

12. Responding to questions from the Tribunal, Mr Gardiner said the EPC rating was high E before the work was carried out. An updated EPC has not been instructed following the work. The Respondent did not provide written authorisation to the Applicant to have the work carried out, as required by the tenancy agreement, as all were in agreement that the work should go ahead.
13. Mr Reavley said that Ms Maroney was the person responsible for most of the correspondence and contact with the Applicant, but she was currently on annual leave and unable to attend the Tribunal hearing.

80% abatement for 56 days for loss of privacy – 7.3.24 to 1.5.24

The Applicant's position

14. Although he had previously submitted that the claim was in respect of lack of privacy, storage of materials and inconvenience from building works, the Applicant said he was restricting the scope of his claim to the lack of privacy suffered when blinds and curtains were removed from the Property by contractors at the start of the process on 7th March 2023. This affected his entitlement to privacy in both bedrooms and the living room. The Applicant said he believed he would have been entitled to 100% abatement for this issue. The Applicant said he remained in occupation of the Property from 7th March to 16th June 2024, when curtains were installed. The Applicant said he worked from home during the works, with the exception of one day, when he worked at a friend's property.
15. Responding to questions from the Tribunal as to whether he requested or considered temporary measures for privacy, the Applicant said he did not request this and believed it would not be appropriate or possible to apply temporary measures with the new plasterboard. Asked what the Applicant would have expected the Letting Agent to do if temporary measures were impossible, the Applicant said he believed the matter should have been addressed properly. The Applicant referred to an email from the Letting Agent dated 18th April 2024 (CF11) which stated that curtain poles would be supplied and fitted when the redecoration works had been carried out. The

Applicant said he kept reminding the Letting Agent of this and asking for their help, but they did not help. The Applicant said there was no discussion about this matter with the contractors at the start. There was no discussion about the storage of materials. He was asked to provide access, which he did, on the understanding that, if he did not do so, the Letting Agent would provide a key to contractors. The Applicant pointed out that he did not receive any certification after the works were completed.

16. The Applicant referred to CF13 and CF14 which showed the bare windows and the blinds on the bed. The Applicant said he felt the works had been carried out despite his initial objection. He felt there was nothing he could do, and he did not want to make a fuss and risk his tenancy. The Applicant said Mr Reavley attended at the Property at the start and throughout the process and saw the work that was being carried out. They saw that the blinds had been destroyed. They stated decoration was required. The Applicant said he felt intimidated and was concerned that he would be blamed for any damage within the Property. Asked whether he was concerned about the risk to his tenancy when making this application, the Applicant said he was concerned about repercussions and said the Letting Agent said the Respondent would not be carrying out any further upgrades after the application was made. The Applicant said he left the Property around two months earlier.

The Respondent's position

17. Mr Gardiner referred to emails that had not been lodged with the Tribunal which showed that the Applicant and the Letting Agent had communicated about blinds and curtains. By email dated 29th March 2024, the Applicant stated that all but one blind had been removed, and that he would like to hang curtains. The Applicant offered to purchase curtain poles. There were emails back and fore. The Respondent agreed to purchase the curtain poles. By email dated 19th April 2024, the Applicant was asked whether he wished to fit the curtain poles or whether a handyman should fit them. The Applicant elected for them to be fitted by the handyman. Mr Gardiner agreed they were installed on 1st May 2024. Mr Gardiner disputed that any claim should start from 7th March, as it was 29th March before the Applicant raised this issue with the Letting Agent. Mr Gardiner said he presumed some temporary measure could have been taken to alleviate the issue.
18. Mr Reavley said the Respondent was always willing to repair and upgrade the Property. The issue of window coverings was not raised until 29th March 2024. If it had been raised earlier, or if any urgency had been indicated, the handyman would have attended and taken temporary measures. Even on 29th March 2024, there was no urgency indicated. Mr Reavley said, while he did not dispute window coverings would be required to block out light at night, one aspect of the Property looks onto open space, so no one can look into the kitchen or one of the bedrooms. Mr Reavley said the tone between the Applicant and the Letting Agent in the emails was pleasant and there was no emphasis on urgency.

19. Mr Reavley said he attended at the Property on 18th March 2024. He did not remember any issue being raised about the blinds or window coverings. If he had been made aware of concerns about a lack of privacy, this would have been addressed. The old blinds were never intended to be refitted as this would not have been possible due to works to the windows. Mr Reavley referred to an email from the Applicant to the Letting Agent dated 2nd April 2024 that was not before the Tribunal. The Applicant stated in the email that it would be better to install the curtain poles when the decoration had been completed. The tone was pleasant and the email included a smiley emoji.
20. The Applicant confirmed that he was in agreement with the emails read out by the Respondent's representatives which were not in front of the Tribunal and said he had always been friendly and professional to the Letting Agent.

20% abatement for 102 days for lack of heating – 7.3.24 to 16.6.24

The Applicant's position

21. The Applicant indicated that he was restricting this matter, which had previously included draughty windows and a cracked window, to lack of heating.
22. The Applicant said the living room heater was removed on 7th March 2024. He said he emailed the Letting Agent many times regarding the lack of heating in the living room. Responding to questions from the Tribunal, the Applicant said he used an electric fan heater. He did not ask the Letting Agent to provide temporary heating, stating that he asked them to fix the heating situation. The Letting Agent was aware of the situation. The Applicant referred to CF133. He had emailed the Letting Agent on 18th April 2024 asking if a rent reduction would be given due to the lack of heating and other issues. The Applicant referred to CF11, which showed another email to the Letting Agent on 18th April 2024, stating that the lack of heating in the front room required to be addressed. By response (CF11), the Letting Agent stated that the radiator would be replaced, and that no reimbursement would be offered. A further email from the Applicant to the Letting Agent dated 29th April 2024 stated the new heater had been installed that day. The Applicant said he raised the matter many times in person.

The Respondent's position

23. Mr Gardiner confirmed the new heater was fitted on 29th April 2024. The matter of the heater was only raised on 18th April 2024, so this was dealt with within a reasonable time. Temporary heating could have been provided if requested. This had not been mentioned during inspection.

Cross-examination

24. Neither party elected to carry out cross-examination.

Further discussion

25. Responding to questions from the Tribunal as to whether there had been phone calls or other discussion with the Letting Agent about these matters, the Applicant said he did not intend to refer to any evidence of discussions. He preferred to document matters by way of email. The Applicant said there had been discussion at the Property which he described as bullying and coercion by the Letting Agent. The Applicant said he had never had any problems with any other letting agent. The Applicant said he did not like telephone calls, and felt they were led and directed by the Letting Agent.
26. The Applicant said the contractor worked in all rooms at the same time as they wished to complete the job as quickly as possible. The contractors were efficient and friendly. The Letting Agent was responsible for the lengthy aftermath.
27. Mr Gardiner said it was ludicrous to suggest there was any bullying by the Letting Agent, describing the Applicant as a confident person. There were always two members of staff present at meetings.

Summing up

The Applicant

28. The Applicant said he had presented matters as best he could without any legal expertise. The Applicant said he would concede the heater was fitted on 29th April 2024.

The Respondent

29. Mr Reavley said he was frustrated that the Letting Agent had not been made aware of issues. Had they been made aware, they would have acted more quickly.

Further procedure

30. Following the hearing, the Tribunal decided it required further information and issued a Direction to the Respondent requesting the following:
- (i) Full details of when and how they or their representative became aware that the radiator had been removed from the living room of the Property.
 - (ii) Details of any documentation or information provided to the Respondent or their representative as to the detail of the works to be carried out before or at commencement of the works.

31. By email dated 16th September 2025, the Respondent informed the Tribunal that the Respondent had no correspondence with the contractor carrying out the works and was not made aware that the radiator would be removed prior to the commencement of the works. The Respondent first attended at the Property on 18th March 2024 after commencement of the works. The Respondent submitted further evidence in respect of other matters. This additional evidence was not requested by the Tribunal and has not been considered in reaching a decision.
32. By email dated 23rd September 2025, which was passed to the Tribunal on 3rd October 2025, the Applicant made some written representations. These written representations appeared to be an attempt to provide further evidence which was not requested by the Tribunal and have not been considered in reaching a decision.
33. By email dated 7th October 2025, the Respondent representative made some written representations. These written representations did not appear to be relevant to the matters before the Tribunal, and have not been considered in reaching a decision.

Findings in fact and law

34.
 - (i) Parties entered into a short assured tenancy in respect of the Property which commenced on 1st September 2013.
 - (ii) In or around August 2023, the Letting Agent, in discussion with AB, instigated a procedure whereby a grant was sought to improve the energy rating of the Property.
 - (iii) In August 2023, the Applicant was approached by AB to complete a grant application to improve the energy rating of the Property.
 - (iv) The Applicant was found to be eligible for a grant to improve the energy rating of the Property by installing internal wall insulation.
 - (v) Work to install insulation commenced at the Property on 7th March 2024.
 - (vi) The Applicant did not request any temporary measures for privacy from the contractor or the Letting Agent during the period in which the works were being carried out.
 - (vii) The Applicant continued to live and work in the Property during the period in which the works were carried out.
 - (viii) The electric heater was removed from the living room on 7th March 2024.

- (ix) The Letting Agent attended at the Property on 18th March 2024.
- (x) The Applicant raised the matter of the heating by email dated 18th April 2024.
- (xi) A new heater was installed on 29th April 2024.
- (xii) Window coverings were installed on 1st May 2024.
- (xiii) The Property did not meet the repairing standard for a period from 7th March to 29th April 2024 due to the lack of a heater in the living room.
- (xiv) The Applicant did not have full enjoyment of the Property for a period from 7th March to 29th April 2024 due to the lack of a heater in the living room.
- (xv) The Respondent became aware of the missing heater in the living room on 18th March 2024.
- (xvi) The Applicant is entitled to an abatement of rent at the rate of 20% for a period from 18th March to 29th April 2024.

Decision and reasons

35. The Tribunal considered there was a degree of disingenuity in the Letting Agent's attempt to shift the responsibility for the works to the Applicant. The Tribunal considered the Letting Agent, on behalf of the Respondent, to be the instigator in respect of the application for a grant, by responding to some kind of approach from AB. This is clear from the language used in the emails from the Letting Agent to the Applicant, where they state 'We have passed your details to an organisation who will check if you are eligible for the grants' (CF93); 'You may already have been contacted regarding the epc efficiency upgrades, we are required to submit some documents... (CF94): 'We require [your lease] as we are looking to get grants to carry out works to bring the epc rating in your property up' (CF98); 'I have document that requires your signature relating to the epc upgrade' (CF100). This is also evident in AB's emails to the Applicant, where there is reference to the landlord reviewing their properties and accessing government funding (CF90).
36. The Tribunal was not persuaded that the Applicant had properly indicated to the Letting Agent that he did not wish any works to be carried out. The email referred to in 2022, to which the Applicant responded that he did not wish for alterations to be made, was not in relation to a proposed grant or any works to be carried out, but referred to a survey for EPC purposes. There was no evidence before the Tribunal that the Applicant indicated his disagreement with any works when approached in August 2023. The evidence, which, in the main, comprised the emails from AB to the Applicant, appeared to indicate

that the Applicant willingly provided all the information requested, and agreed to facilitate the carrying out of the works by allowing access and assisting in preparation for the works. If the Applicant expressed any disagreement to the works being carried out, no such evidence was provided. The Tribunal considered it would have been open to the Applicant to disagree with the proposal. The Tribunal noted the Applicant's evidence that he did not want to jeopardise his tenancy, and that the language of emails indicated information was 'required'. The Tribunal noted that the emails from the Letting Agent and AB did not indicate that the Applicant had a choice in the matter, which is unfortunate.

37. The Tribunal was not persuaded that the lack of window coverings and the ensuing lack of privacy entitled the Applicant to an abatement of rent. The Tribunal noted the agreed evidence that the Applicant did not ask the Letting Agent to provide any resolution to this problem, and did not mention it until his email of 29th April 2024. The Applicant did not dispute the evidence that he did not indicate any urgency in this regard when discussing matters or emailing the Letting Agent. The Tribunal considered it would have been open to the Applicant to ask the contractor or the Letting Agent to provide interim measures to assist him from the outset. It would have been open to the Applicant to apply interim measures of his own from the outset, to ensure privacy. The Tribunal was not persuaded that interim measures were not possible. The Tribunal noted that the Applicant resided and worked in the Property throughout the period for which he claims an abatement due to lack of privacy, with the exception of a short period of time working at a friend's property. The Tribunal accepted the evidence that the Applicant appeared to be in agreement with the Letting Agent about the timing of the installation of curtain poles, after decoration had been carried out.
38. The Tribunal found that the Applicant was due an abatement of rent in the sum of £103.85 for a period of 42 days from 18th March to 29th April 2024, from the date on which the Respondent became aware there was no heating in the living room. The Applicant did not have full use and enjoyment of the Property during this time. The Property did not meet the repairing standard during this time. The Letting Agent ought to have taken measures to ensure the living room had heating during this time, which may have included providing a temporary source of heating.

Observations

39. The Tribunal did not give any weight to the cut and pasted text provided to the Tribunal as part of the Respondent's representations, which text was said to have been provided to them by AB. Any such evidence ought to have been provided as witness evidence from AB or by lodging the actual emails.
40. The Tribunal did not consider there was any evidence of bullying or coercion by the Letting Agent.

41. The Tribunal did not consider there was any evidence of aggression by the Applicant towards the Letting Agent, as stated in the Respondent's representations.

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.

H Forbes

Legal Member/Chair

16th October 2024

Date