



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014 (the 2014 Act) and Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (the 2017 Rules)

Chamber Ref: FTS/HPC/CV/25/4314

Re: Property at 97 Craigbank Street, Larkhall, ML9 1JR (“the Property”)

Parties:

Docherty Properties Limited, 289 Glasgow Road, Blantyre, Glasgow, G72 9HJ (the Applicant)

Mr Peter McMillan, 48 Donaldson Road, Larkhall, ML9 2SS and Ms Chloe Elizabeth Feeney, 48 Donaldson Road, Larkhall, ML9 2SS; (the Respondents)

Ms Susanne L. M. Tanner K.C. (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (the tribunal) determined that the Respondents should pay to the Applicant the sum of THREE THOUSAND THREE HUNDRED AND FORTY THREE POUNDS AND 67 PENCE (£3,343.67) STERLING; and made an Order for Payment in respect of the said sum

Reasons

Procedural Background

1. On 6 October 2025, the Applicant's former Representative made an application to the tribunal seeking a payment order against the Respondent in favour of the Applicant in respect of rent arrears of £3067.67 and £891.01 for end of tenancy costs amounting to £3958.68 (the Application).
2. The Applicant's Representative lodged a bundle of supporting evidence, including:
 - a. Private Residential Tenancy agreement;
 - b. Rent Account;
 - c. Invoices; and



c. Photographs.

4. The Application was accepted for determination and a Case Management Discussion (CMD) was fixed for 9 April 2026 at 1000h. The parties were notified of the date, time and joining instructions for the CMD. The Respondents were served by Sheriff Officers with the Application and notification of the CMD on 4 March 2026.
5. The Respondents did not lodge any defence or written representations in response to the Application.

Case Management Discussion (CMD) Teleconference: 3 September 2025 at 1000h

4. Mr Doherty, a Director of the Applicant, attended. He told the tribunal that he had not instructed his legal representative for the CMD.
6. The Respondents did not attend. The tribunal clerk confirmed that there is a certificate of service which shows that the Respondents were served with notification of the CMD on 4 March 2026. The tribunal was satisfied that the requirements of rule 24(1) regarding the giving of notice of a hearing had been duly complied with and proceeded with the Application upon the representations of the party present and all the material before it.

Submissions on behalf of Applicant

8. Mr Doherty made submissions in support of each head of claim, with reference to the Application and supporting evidence lodged in advance of the CMD.
9. Mr Doherty stated that there was a Private Residential Tenancy agreement between the parties in respect of the Property which started on 14 February 2023.
10. The tenancy came to an end following service of a Notice to Leave 14 August 2024 which is in the bundle. A previous Notice to Leave was served on different grounds on 2 April 2024. After the first notice was served the Respondents ceased paying rent from May 2024 onwards. The second Notice to Leave was



on the rent arrears ground. The actual date upon which the Respondents left the Property is not known to the Applicant. Mr Doherty is taking the end date of the tenancy as 9 September 2024, which takes into account part of the period of notice in the Notice to Leave. The property was inspected on or after 6 September 2024 and the Property had been abandoned by the Respondents. The Respondents did not return keys to the Applicant or its managing agent or inform them that they have moved out of the Property. The Applicants left numerous belongings inside and outside the Property. The Applicant later received a notification from the Council Tax department of the local authority which said that the change of occupancy was notified to them by the Respondent as taking place on 9 August 2024. However, the Respondents did not notify the Application that they have moved out of the Property at that time

11. Mr Doherty stated that as at 6 September 2024, there were arrears of rent from 1 May 2024 to 6 September 2024 amounting to £3067.67 (£600 due on 1 May 2024, £600 due on 1 June 2024, £850 due on 1 July 2024; £850 due on 1 August 2024; £167.67 due on 1 September 2024, pro rated to 6 September 2024). Mr Doherty referred to the tenancy agreement which shows rent of £600 per calendar month due on 1st of each month. The statement of account in the bundle dated 15 September 2025 shows the total arrears. A rent increase notice was produced during the CMD to show the increase of rent to £850.00 per calendar month with effect from 4 July 2024.
12. Mr Doherty stated that when the Property was inspected on or after 6 September 2024 the house and garden were left in an unacceptable state. The statement of account included an invoice 223 for £1782.00 in respect of end of tenancy costs incurred by the Applicant. Invoice 223 was in the bundle. The locks required to be changed at a cost of £126.00. Multiple items of tenant's belongings, rubbish and one of the Applicant's electrical appliances were left in the garden of the Property. Photographs in the bundle dated March 2024 show the garden at that time and Mr Doherty stated that it was left in a similar state at the end of the tenancy. All the items in the garden required to be cleared at a cost of £150.00. The Applicant was invoiced for the costs of key change and garden rubbish disposal and the Applicant met those charges. The costs have not been repaid by the Respondent and the deposit money received (£890.99) was apportioned to other end of tenancy charges which exceeded that amount, as discussed below.



13. Mr Doherty had not lodged evidence in relation to other items on invoices 223, namely disposal of rubbish left inside the property, repairs to plasterwork and relacing missing radiator valves and light bulbs and shades. Some of these costs had been met with return of deposit money of £890.99 which was applied against the total invoice but there was a balance which was not covered. Mr Doherty was offered the opportunity to adjourn to a further CMD to produce additional evidence for these items but he elected to amend the claim to insist only on rent arrears plus the costs for change of locks and disposal of rubbish outside the Property.
14. The CMD proceeded on the basis of the Application, as amended.
15. The total amount of the order sought at CMD is the amended sum of £3343.67, comprising:
 - 13.1 Outstanding rent for the period 1 May 2024 to 6 September 2024 £3067.67;
 - 13.2 Change of locks on property £126.00; and
 - 13.3 Disposal of rubbish left outside the Property £150.00.

Findings-in-Fact

13. The Applicant is the registered proprietor of the Property.
14. There was a Private Residential Tenancy agreement between the parties in respect of the Property which started on 14 February 2023.
15. Rent was originally payable at the rate of £600.00 per calendar month on 1st of each calendar month.
16. Rent was increased to £850 per calendar month with effect from 4 July 2024.
17. A Notice to Leave on the rent arrears ground was served on 14 August 2024.
16. The Respondents abandoned the Property on or about 6 September 2024 and did not return keys to the Applicant or its letting agent.
17. The tenancy ended on 6 September 2024.



18. As at 6 September 2024, the Respondents had rent arrears of £3067.67.
19. The Respondents have not made payment of any rent arrears between 6 September 2024 and 9 April 2026.
20. As at the end of tenancy on 6 September 2024, the Property including the garden was not left in an acceptable state by the Respondents, fair wear and tear excepted as keys were not returned to the Applicant and multiple items of tenants' belongings, rubbish and Applicant's contents were left in the garden.
21. The Applicant incurred end of tenancy costs of £126.00 for changing the locks of the Property.
22. The Applicant incurred end of tenancy costs of £150.00 for clearance of items from the garden of the Property.
23. The end of tenancy costs were not met from the tenancy deposit and the Respondents have not recompensed the Applicant for the end of tenancy costs incurred.

Discussion

24. The Application was unopposed by the Respondents.
25. The tribunal was satisfied that the Respondents had accrued rent arrears to the end of tenancy on 6 September 2024 of £3067.67.
26. The tribunal was satisfied on the evidence produced by the Applicant in relation to end of tenancy costs (as amended, see above) that he had established both heads of claim for end of tenancy costs of £126.00 for change of locks and £150.00 for clearance of rubbish from the garden.
27. The tribunal was satisfied that the Respondents were liable for the costs claimed as a result of the state of the Property at the end of the tenancy, fair wear and tear excepted, as compared with the state of the Property at the start of the tenancy. The private residential tenancy agreement provides a contractual basis for the Applicant to recover these costs from the Respondent.



28. The tribunal was satisfied that the sums claimed for each item were reasonable on the evidence.

29. The tribunal therefore made an Order for Payment by the Respondent to the Applicant of £3343.67, being £3067.67 in respect of rent arrears from 1 May to 6 September 2024, and end of tenancy costs of £276.00.

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.

**Ms Susanne L. M. Tanner K.C.
Legal Member/Chair**

Date: 9 April 2026