



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“2016 Act”)

Chamber Ref: FTS/HPC/CV/26/0076

Re: 57 Northbrae Drive, Dargavel Village, Bishopton, PA7 5BF
 (“the Property”)

Parties:

Mrs Adora Bruce and Mr Iain Bruce, both of 49 Oakington Drive, Sunbury on Thames, Middlesex, TW16 5NN (“the Applicants”)

Mr Trevor Forrester, 6 Nethermains Avenue, Brookfield, Johnstone, PA5 8WP (“the Respondent”)

Tribunal Member:

Pamela Woodman (Legal Member)

Present:

The case management discussion took place at 2pm on Thursday 18 June 2026 by teleconference call (“**the CMD**”). The Applicants were not present but were represented by Mrs Emma Park of ProBrook Properties. The Respondent was neither present nor represented. The clerk to the Tribunal was Corran MacKenzie.

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment in the sum of £2,219 be granted.

BACKGROUND

1. An application had been made to the Tribunal under section 71(1) of the 2016 Act and in terms of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“**HPC Rules**”) which are set out in the schedule to The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended. More specifically, the application was made in terms of rule 111 (*Application for civil proceedings in relation to a private residential tenancy*) of the HPC Rules.

2. The order sought from the Tribunal was a payment order against the Respondent.
3. The application form dated 7 January 2026 was accompanied by copies of various documents, including (but not limited to):
 - a. the private residential tenancy agreement between the Applicants and the Respondent dated 18 May 2023 (“**Tenancy Agreement**”);
 - b. chain of e-mails between the Respondent and ProBrook Properties as at 2 October 2025;
 - c. order confirmation dated 7 July 2021 for six-seater rectangular table set, showing a total cost of £628.95, comprising £599 for the table set and £29.95 delivery charge;
 - d. itemised invoice from Pivot Property Maintenance dated 22 June 2025 for various services, showing a total cost of £3,313;
 - e. invoice from Kirk & Co dated 9 October 2025 for tracing services, showing a total cost of £48; and
 - f. rent statement dated 14 February 2026, showing rent arrears of £1,220.
4. A notice of acceptance of the application was issued dated 6 March 2026 under rule 9 of the HPC Rules, confirming that the application paperwork had been received between 8 January 2026 and 14 February 2026.
5. A certificate of intimation from Walker Love, sheriff officers, confirmed that service of the case papers and notification of the CMD was served on the Respondent personally on 19 May 2026.
6. The Respondent had not provided written representations in advance of the CMD.
7. This decision arises out of the CMD.

PROCEEDINGS

8. Mrs Park confirmed that there had been correspondence with the Respondent on 4 and 5 June 2026, in which the Respondent had requested and been provided with further copies of the invoices and an explanation of the amount claimed.
9. Mrs Park confirmed that the Respondent was asked to confirm his forwarding address but did not do so and so it was necessary to instruct a tracing agent to establish the new address for the Respondent.
10. Mrs Park confirmed that the garden furniture had been removed by (or on behalf of) the Respondent without consent from (or on behalf of) the Applicants to do so.

11. She explained that the cost of purchasing the garden furniture was £628.95 and that the £400 amount included in the claim was considered by the Applicants to be a reasonable proportion of the original cost to seek from the Respondent.
12. Mrs Park explained that the tenancy deposit of £2,762 had been returned to the Applicants by the tenancy deposit scheme and that the Respondent had not challenged its recovery.
13. Mrs Park confirmed that the sum claimed was £2,219, comprising rent arrears of £1,200, the balance of the amount paid to Pivot Maintenance Limited of £551 (being the difference between £3,313 minus the tenancy deposit of £2,762), £400 in respect of the missing garden furniture and tracing agent's fees of £48.

FINDINGS IN FACT

14. The Tribunal was satisfied, on the balance of probabilities, that the amount of £1,819 was due and payable by the Respondent to the Applicants in terms of the Tenancy Agreement.
15. The Tribunal was satisfied, on the balance of probabilities, that the garden furniture was not (but should have been) at the Property at the termination of the tenancy, it having been at the Property at the commencement of the tenancy.

REASONS

16. The Tenancy Agreement in clause 11 (DEPOSIT) provides that the Applicants were entitled to apply to the deposit scheme and request deposit deductions for various categories of costs (including but not limited to rent arrears, reasonable rent recovery costs, losses or damage to the Property, furniture, fixtures and fittings, cleaning or redecoration which the Respondent failed to do, outlays related to court proceedings, and other costs incurred by the Applicants through the Respondent's failure to fulfil the conditions of the Tenancy Agreement).
17. The Tenancy Agreement provides (on page 19 of 43) that: "Where the Tenant owes the Landlord an amount greater than the amount held by the tenancy Deposit Scheme, the Tenant will remain liable for these costs, and the Landlord may take action to recover the difference from the Tenant."
18. Accordingly, the Applicants were entitled to seek to recover the amounts claimed, including the costs of replacing the garden furniture. The Applicants had restricted their claim in relation to the garden furniture to approximately two thirds of the original cost of it which the Tribunal considered to be very reasonable given that it was approximately only 2 years old as at the commencement of the tenancy and that, if the Applicants were to replace the garden furniture set, it would likely cost more than £400 (given that the cost approximately 5 years ago was £599).

DECISION

19. The Tribunal granted an order for payment of £2,219 against the Respondent.

Right of Appeal

In terms of Section 46 of the Tribunals (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.

Pamela Woodman

18 June 2026

Legal Member/Chair

Date