



**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**

Chamber Ref: FTS/HPC/CV/26/0438

**Re: Property at 15 Heathland Park, Kinellar, Aberdeen, AB21 0SG (“the
Property”)**

Parties:

**Craigmar Properties, Craigmar Properties, Chapel Works, Bucksburn,
Aberdeen, AB21 9TL (“the Applicant”)**

**Mr Brandon Reid, 72 Corndavon Terrace, Aberdeen, AB16 5PD (“the
Respondent”)**

Tribunal Members:

Alastair Houston (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment of £18677.60 be made in favour
of the Applicant**

1. Background

- 1.1 This is an application under rule 111 of the Chamber rules whereby the Applicant sought an order for payment in respect of sums allegedly due by the Respondent following the end of a private residential tenancy agreement. The sums comprised unpaid rent and the cost of repairing damage to the Property as a result of the Respondent’s obligation to heat the Property. The application was accompanied by copies of the written tenancy agreement, invoices, a statement of sums due, photographs, correspondence and messages between the parties.
- 1.2 No representations were received from the Respondent in advance of the Case Management Discussion.

2. The Case Management Discussion

2.1 The Case Management Discussion took place on 4 September 2026 by teleconference. Mr Marshall, partner of Craigmar Properties, attended personally. The Respondent was neither present nor represented.

2.2 Mr Marshall confirmed the Application was insisted upon. The Tribunal noted that intimation of the Case Management Discussion and the application had been made to the Respondent by Sheriff Officers. The Tribunal considered it appropriate to proceed in the Respondent's absence as permitted by rule 29 of the Chamber rules.

2.3 Mr Marshall confirmed that the sum sought comprised £150.00 of unpaid rent, with the remaining the costs of repairs necessary following a burst pipe after the Respondent failed to heat the Property during winter. The Respondent had made payment of £150.00 to the debt and this was to be deducted from the sum sought. The costs incurred were as detailed in the invoices.

2.4 The Tribunal indicated it would grant an order for payment as sought.

3. Reasons For Decision

3.1 Section 16 of the tenancy agreement imposed an obligation upon the Respondent to take reasonable care of the Property, including to "keep the Let Property adequately ventilated and heated" and "to prevent water pipes freezing in cold weather". The application was accompanied by messages between the parties in which the Respondent acknowledges being away from the Property without the heating being on in winter. Furthermore, the Respondent had an obligation to pay rent. The summary lodged by the Applicant details the sums outstanding and the invoices upon which these have been calculated. In the absence of any representations by the Respondent as to why the sum sought would not be due, the Tribunal granted an order for payment.

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.

Alastair Houston

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Legal Member/Chair

4 September 2026
Date