



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 and Regulations 17(4) and 70 of the First tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”)

Chamber Ref: FTS/HPC/CV/25/3298

Re: Property at 36 Tulligarth Park, Alloa, FK10 2DD (“the Property”)

Parties:

Mr Walter Wheeler, 29 Coats Crescent, Alloa, FK10 2AQ (“the Applicant”)

Mr John Stirling, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Evan Crainie (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted a Payment Order for the Sum of ONE THOUSAND SEVEN HUNDRED AND NINETY-FOUR POUNDS AND SEVENTY PENCE (£1,794.70) STERLING.

Background

1. By application received on 1 August 2025 (“the Application”), the Applicant applied to the Tribunal for an Order for payment of (i) rent arrears due by the Respondent to the Applicant; (ii) storage costs; and (iii) removal, repair and cleaning costs.
2. The Application comprised the following:
 - a. copy short assured tenancy agreement between the Parties;
 - b. email correspondence between the Parties;
 - c. photographs taken of the Property following the eviction order being enforced;
 - d. bank statements showing no payments received by the Applicant from the Respondent between 1 April 2025 and 31 August 2025; and
 - e. invoices in respect of (i) cleaning; and (ii) removal of furniture and goods;

3. Following a direction from the Tribunal, a rent statement was lodged showing arrears of £2,909.35 as at 1 August 2024.
4. The Application was accepted by the Tribunal Chamber, and a Case Management Discussion ("CMD") was fixed for 30 September 2026 at 10.00 by teleconference. The CMD was intimated to both Parties, and, in particular, was intimated to the Respondent, by Service by Advertisement ("SBA"). Said SBA was confirmed by a certificate of SBA. The Tribunal was satisfied that the requirements of rule 24(1) regarding the giving of notice of a hearing had been duly complied with. The Tribunal therefore proceeded with the Application in the absence of the Respondent.

The CMD

5. The CMD took place on 30 September 2026 at 10.00 by teleconference. The start time of the CMD was delayed by five minutes to allow parties the opportunity to attend. The Applicant was present. The Respondent was not present and was not represented. The Respondent did not submit any written representations.
6. The Applicant confirmed that he sought a Payment Order for the sum of £2,814. This was made up of: -
 - a. Two months' rent arrears for April and May 2025 (£509.85 x 2). The Applicant noted that an eviction (FTS/HPC/EV/24/4078) and payment order (FTS/HPC/CV/24/2925) had already been granted in respect of previous rent arrears. The arrears sought in this action were those which had accrued since the previous eviction and payment order was granted;
 - b. Storage costs (charged at 1 months' rent (£509.85) as the furniture etc was stored in the Property for 1 month);
 - c. Cleaning costs (£375); and
 - d. Removal costs (£400).
7. It was put to the Applicant by the Tribunal that the above sum did not equal the amount sought (£2,814). The Applicant explained that one additional month rent arrears were sought for June 2025 as the Property remained empty then to allow for gas and electricity checks etc as the Applicant had been unable to carry these out whilst the Respondent was in the Property.
8. The Applicant confirmed that despite trying to contact the Respondent in respect of the sums sought, no response had been received.

Rent arrears

9. The bank statements lodged showed no payments had been received from the Respondent to the Applicant for the period 1 April 2025 – 31 August 2025.
10. The Applicant confirmed that the eviction order had been enforced by sheriff officers on 22 May 2025 and possession recovered on this date, this was confirmed by a Sheriff Officer report lodged with the papers.

Storage costs

11. The photographs lodged showed that the Respondent had left a number of personal belongings behind. These items remained in the Property, and the Applicant was unable to re-let the Property and therefore lost rental income. The tenancy agreement made provision for the Applicant to recover their costs in relation to abandoned belongings.
12. The Tribunal asked if the tenancy agreement provided for any equivalent calculation of loss as a substitute for storage costs. The Applicant confirmed no such provision existed within the tenancy agreement.
13. The Applicant accepted that he did not incur any outlays in relation to the storage of the Respondent's belongings as these were kept in the Property. He explained that he had sought quotes from storage companies but none of them would allow for one month's storage, with the minimum commitment being three months. The Applicant was unable to rent the Property with the Respondent's belongings remaining in the Property, so he sustained a loss of rent.

Cleaning and removal costs

14. The Applicant instructed Perfect Professional Cleaning who undertook a deep clean of the Property. The Applicant also instructed Sapphire Solutions to remove and dispose of the Respondent's belongings from the Property. Copies of the invoices from both companies have been produced. The Respondent had made no effort to clean or clear the Property. In terms of the tenancy agreement, he was obliged to do so upon leaving the Property.

Findings in Fact

15. From the Application, the CMD and written submissions, the Tribunal made the following findings in fact: -
 - a. There was a short assured tenancy of the Property between the Parties commencing on 01 July 2017;
 - b. Said short assured tenancy came to an end on 22 May 2025 as a result of sheriff officers enforcing an eviction order;
 - c. The contractual monthly rent was £495, payable in advance, which increased to £509.85 from September 2023;
 - d. A balance of rent arrears amounting to £1,019.70 is due by the Respondent to the Applicant; and
 - e. The Applicant incurred an outlay of £375 for cleaning the Property and £400 for removing and disposing of the Respondent's belongings.

Decision and Reasons for Decision

16. The Tribunal had regard to all the information before it and to its Findings in Fact.
17. The Tribunal had regard to Rule 17(4) of the Rules which states that the

Tribunal “*may do anything at a case management discussion.... including making a decision.*” The Tribunal took the view that it had sufficient information to make a decision and so proceeded to determine the Application.

18. The onus of proof rests with the Applicant to establish his claim for the various heads of claim referred to. The Tribunal was satisfied that the rent statement and bank statements appear to reflect the rental charges and the payments made. There was no information before the Tribunal to suggest that the Respondent has ever disputed the accuracy of the rent statement. That said, the Tribunal was not persuaded that the Applicant is entitled to the rent for the month of June 2025. Under the tenancy agreement, rent is payable monthly in advance on the 1st of each month. The tenancy agreement came to an end on 22 May 2025 when possession was recovered and therefore no entitlement to rent existed on 1 June 2025. Therefore, no award was made in respect of rent arrears for June 2025.
19. Having considered the invoices from Professional Cleaning and Sapphire Solutions, the Tribunal was satisfied that the Respondent is liable for the cost of cleaning and removal of personal belongings. In terms of clause 8 of the tenancy agreement, the Respondent was obliged to maintain the Property in like condition throughout the tenancy. In terms of clauses 21.2 and 21.3 of the tenancy agreement, he was also obliged to pay for any cleaning required and removal charges at the end of the tenancy.
20. The Tribunal was not persuaded that the Applicant is entitled to £509.85 in respect of storage costs. Clause 21.3 of the tenancy agreement provides “*The tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the accommodation. The landlord will remove said items and store them for a maximum of one month. The landlord will notify the tenant at his last known address. If the items are not collected within one month, the landlord will consider same to be abandoned and shall dispose of the items. The tenant shall be liable for the reasonable costs of disposal which may be deducted from any funds arising from the sale of the belongings or the deposit.*” The information before the Tribunal was that the Applicant has not incurred storage costs. He kept the Respondent’s belongings in the Property before arranging for their removal and disposal. The tenancy agreement does not provide for any equivalent calculation of loss as a substitute for storage costs.
21. For all the reasons set out above, the Tribunal granted an order for payment in the sum of ONE THOUSAND SEVEN HUNDRED AND NINETY-FOUR POUNDS AND SEVENTY PENCE (£1,794.70) STERLING.

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.

Evan Crainie

30.9.26

Legal Member/Chair

Date