Housing and Property Chamber
First-tier Tribunal for Scotland

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

Chamber Ref: FTS/HPC/CV/26/1107

Re: Property at 23 John Knox Court, Aberdeen, AB24 3LF ("the Property")

Parties:

Drum Investments Ltd, 12 Rubislaw Terrace Lane, Abderdeen, AB10 1XF ("the Applicant")

Ms Nana Ejiga, Last Known 23 John Knox Court, Aberdeen, AB24 3LF ("the Respondent")

Tribunal Members:

Hilary Macandrew (Legal Member)

Decision (in absence of the Respondent

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") issued an order for payment in the sum of One Thousand One Hundred and Seventy-Six Pounds and Forty Pence (£1,176.40)

1) Background

1.1 The Applicant is seeking a Civil Order in the sum of £1,696.40 made up of unpaid rent which amounted to £920.00 when the Respondent vacated the property and damage to the property amounting to £776.40. In advance of the Case Management Discussion the sum of arrears was reduced from £920 to £200 to take account of the deposit of £520 having been paid to the Applicant from the deposit lodged with the Safe Deposit scheme. The sum sought was therefore amended to £1,176.40.

1.2 The tenancy commenced on 15th July 2024. The initial rent was £520 per month which increased to £550 per month on 15th July 2025.

1.3 The Applicant had lodged Form F on 10th March 2026 and other documents comprising; Private Tenancy Agreement, Rent arrears spreadsheet, Sage report of expenses incurred and invoices from Deluxe Office Cleaning and Sunnyside Construction

1.4 The Application was served on the Respondent by Advertisement on the Tribunal Website from 15th August 2026. The Respondent contacted the Tribunal by email on 26th August 2026, setting out her position.

2) The Case Management Discussion (CMD)

2.1 A Case Management Discussion took place on 30th October 2026. The Applicant was represented by Ms Morrice of the Applicant. The start of the CMD was delayed by five minutes to enable the Respondent to take part. The Respondent was neither represented nor took part.

2.2 Ms Morrice sought a Payment Order in the amended sum of £1,176.40. She referred to the rent spreadsheet and confirmed that the original sum sought by way of arrears had been reduced to £200 by virtue of the initial deposit of £520 being paid to the Applicant, undisputed by the Respondent, from the safe deposit scheme. She referred to the vouching in respect of cleaning, a window repair and a damaged table. She explained that these repairs were necessitated on inspection of the property after the Respondent abandoned it.

2.3 The Tribunal and Applicant had been made aware by the Respondent's email of 26th August 2026 that the Respondent did not dispute the rent arrears. She did not dispute the window repair. She disputed the necessity of incurring the cost of cleaning. She advised the Tribunal that she was expecting to give birth in October 2026. She was asked by the Tribunal administration if she wished to seek an adjournment and she replied that she did not, that she was putting

the Tribunal on notice of her condition and that in consequence, she may request an adjournment at short notice. No such adjournment request was received in advance of the CMD.

2.4 Ms Morrice explained to the Tribunal that the property had been effectively abandoned by the Respondent. Possessions of the Respondent had been left in the property including a fridge freezer which the Applicant removed at a cost which was not included as part of the claim. Ms Morrice explained that the damage to the property extended to far more than the repair of the window and broken table. The amount sought was less than the costs actually incurred to the Applicant. The cleaning costs were necessary and reasonable as the property had been abandoned and not emptied by the Respondent.

3) The Decision and Reasons

3.1 The Tribunal made an order in the sum of £1,176.40.

3.2 The Tribunal was satisfied from the vouching provided at the CMD that the amended sum claimed was due. The Applicant is entitled to rent lawfully due. The Applicant is entitled to payment in respect of reasonable costs incurred and vouched. The Applicant had vouched the costs and Ms Morrice had provided sufficient information to justify the reasonableness of these costs. The Respondent had in advance of the CMD highlighted a dispute in relation to the reasonableness of the costs of cleaning. She neither took part nor was represented at the CMD. The Tribunal was satisfied that all the costs claimed were reasonable.

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.

Legal Member/Chair **Date: 30th October 2026**