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 71 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/26/1227

Re: Property at 16 Spiers Place, Linwood, Paisley, PA3 3RU ("the Property")

Parties:

Integritas Properties LTD, 1 Corkran Road, Surbiton, Surrey, KT6 6PL ("the Applicant")

Miss Angela Muir, Stuart Russell, 47 Millford Drive, Linwood, Paisley, PA3 3EJ ("the Respondent")

Tribunal Members:

Robert MacDonald (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order is granted against the Respondents for payment of the Sum of of Two thousand and eighty nine pounds seventy five pence (£2089.75) sterling to the Applicant with interest at the rate of 8 percent per annum from the date of the decision.

Background

1. By application dated 16th March 2026, the Applicant sought an order under Section 71 of the Private Housing (Tenancies)(Scotland) Act 2016 and Rule 111 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017.
2. On 18th May 2026, the application was accepted by the Tribunal and referred for determination.
3. A Case Management Discussion was scheduled for 12th October 2026. The Tribunal gave notice of the Case Management Discussion to the parties in accordance with Rule 17(2) of Rules. Intimation was made on the Respondent

by Sheriff Officers on 20th August 2026 by hand delivering a copy to the Second Respondent.

4. The Respondents were required to submit any written representations in response to the application to the Tribunal by 5th September 2026. No written representations were received by the Tribunal.

Case Management Discussion

5. A Case Management Discussion took place on 12th October 2026 at 2pm. The Applicant is a limited company. Dr. Grace Norbert Tikun appeared on behalf of the Applicant. She is a director in the company.
6. The Tribunal was satisfied that the Respondent had received notice of the Case Management Discussion. The hearing did not start until 2.10pm. The Respondents had time to dial into the Case Management Discussion but did not do so, nor did they attempt to do so during the discussion. The Tribunal took the view that in all circumstances it was appropriate to continue with the Case Management Discussion in their absence.
7. The Tribunal had documents before it including:-
    a. Form F;
    b. A rent account;
    c. Inspection reports for the property together with photographs;
    d. A copy of the Private Residential Tenancy Agreement between the parties which commenced on 3rd September 2019.
8. The Applicants representative invited the Tribunal to grant a Payment Order against the Respondents in the sum of £2358.64.

Rent arrears

9. By reference to the rent account produced the Applicants' representative explained to the Tribunal that the Respondents had accumulated rent arrears. Their tenancy ended on 3rd November 2021. The rent arrears as of 3rd November 2025 were £1915.51. The Respondents had paid a deposit of £575 at the commencement of the tenancy. After the tenancy ended, the Applicant applied to the Tenancy Deposit Scheme provider for payment of the deposit to the Applicant. That application was not opposed by the Respondents and the sum of £575 was thereafter paid to the Applicant. That reduced the rent arrears to £1340.51, which was the sum the Applicant was asking the Tribunal to award in respect of this head of claim.

Repairs

10. The second part of the Applicants claim related to repair costs. The Applicants representative explained that in 2022 a new shower tray and shower enclosure were installed as part of upgrading work that was carried out at that stage by the Applicant to the bathroom in the property. Photographs were provided to the Tribunal showing the bathroom as it was in April 2022 after it had been upgraded. Sometime prior to July 2023, the Respondents or a member of their family damaged the shower tray and shower enclosure. There were photographs produced showing the damage. A replacement shower screen,

shower tray and wall board required to be installed in the property at a total cost to the Applicant of £1420. The Applicant's representative referred to the Tribunal to an invoice from the property management company who had dealt with the work. She explained that the bathroom was almost new at the time the work required to be carried out. On that basis the Applicant sought an order against the Respondents for payment of the outstanding costs of the repairs. The total shower repair costs were £1420. From that the Respondents had already paid £670.25. That demonstrated that they accepted they were liable for the costs of repair. There was a balance of £749.75 outstanding, and the Applicant sought an order from the Tribunal in that amount.

Interest

11. The Applicants representative explained to the Tribunal that the Applicant was seeking an award of interest on the order. She confirmed that it was a matter of agreement in terms of the tenancy agreement that interest could be applied. She sought an order from the Tribunal for interest at the rate of eight percent per annum from the date of the order in relation to rent arrears.
12. In relation to the shower repair, the Applicants representative explained that the Applicant needed to borrow money to carry out the repair. She referred the Tribunal to the calculation for the shower repair cost which had been lodged with the Tribunal and reminded the Tribunal that in terms of that calculation, the Applicant was seeking to recover interest at the rate of 18.9 percent, being the contractual rate on the credit card which the Applicant had used to fund the repair. The cost of borrowing ie the interest paid by the Applicant amounted to £268.38.
13. Having heard from the Applicants representative, the Tribunal advised her that the Tribunal would consider her submissions together with the paperwork provided to the Tribunal and thereafter issue a decision.

Findings in Fact and Law

14. The Applicant was the landlord, and the Respondents were the tenants of the property in terms of a Private Residential Tenancy Agreement which commenced on Tuesday 3rd September 2019.
15. Clause 8 of the Private Residential Tenancy Agreement provides

> 8. *RENT*
> *The rent is £695.00 a calendar month payable in advance*.

16. The rent had been increased on the property on every anniversary of the tenancy.
17. By September 2025 the rent was £880 per calendar month.
18. The Respondents left the property on 3rd November 2025.
19. As of the date the Respondents left the property, there were rent arrears of £1915.51.
20. The Respondents had paid a tenancy deposit of £575.

21. The tenancy deposit was paid to the Applicant by the Tenancy Deposit Scheme provider at the conclusion of the tenancy. The sum of £575 was applied to the rent arrears, leaving a balance due by the Respondents of £1340.51.
22. In 2022, the Applicant refurbished the bathroom in the property.
23. As part of that refurbishment a new shower tray and shower screen were installed.
24. In 2023, the Applicant required to replace the shower screen and shower tray following damage to them by the Respondents or someone else within the property.
25. The cost of repair was £1420.
26. The Respondents have paid the sum of £670.25 towards the cost of the repair.
27. The sum of £749.75 remains outstanding.
28. Clause 18 (11) of the Private Residential Tenancy Agreement provides: -

> *18(11) PAYMENT FOR REPAIRS*
> *The Tenant will be liable for the cost of repairs where the need for them is attributable to his or her fault or negligence, that of any person residing with him or her, or any guest of his or hers.*

29. The Respondents are liable for the cost of repair to the bathroom.
30. The Respondents had accepted responsibility for the cost of the damage and had made payments towards that.
31. The Applicant is entitled to seek payment of the cost of the repair that remains outstanding from the Respondents.
32. The Private Residential Tenancy Agreement between the parties included a provision as to interest. Clause 36(6) included the provision: -

> *36(6) All payments (including payments of rent in particular but without prejudice to the generality) due to the Landlord under or by virtue of this agreement shall bear interest at the annual rate of eight percent from the respective dates on which they become due until payment.*

Reasons for decision

33. The Tribunal was satisfied that it was appropriate to deal with the matter at a Case Management Discussion. There had been no appearance by the Respondents, nor had they lodged written representations with the Tribunal.
34. The Applicant had produced a rent account demonstrating the payments made by the Respondents towards the outstanding rent from which the Tribunal could see that there was a rent arrear of £1915.51 as of 3rd November 2025. No other payments appeared on the rent account thereafter.
35. The Tribunal accepted the unchallenged position set out by the Applicant, namely that they had recovered £575 from the tenancy deposit which would leave a balance of £1340.51.
36. As far as the repair was concerned, the Applicant had produced photographs of the refurbished bathroom taken on 20th April 2022 showing the new shower

tray and shower enclosure etc. They had produced photographs taken on 26th July 2023 showing the damage to the shower tray and enclosure. They had produced an invoice from the property management company showing the cost of repair and the Tribunal accepted the unchallenged position set out by the Applicants' representative that the Respondents had made some payments towards the cost of the repair. The tribunal was satisfied that the sum of £749.75 remained outstanding.

37. As far as interest was concerned, the Tribunal had to decide whether it was appropriate that interest be applied to the order sought. The Tribunal had a discretion in terms of Tribunal Rule 41(a). In considering how to exercise that discretion, the Tribunal attached significant weight to the contractual provision between the parties that allowed interest to be applied to payments of rent or other outstanding liabilities at the rate of 8 percent per annum. The Tribunal did not think it was appropriate to apply a higher interest rate in relation to the repair cost. The Tribunal considered that in all the circumstances it was appropriate that interest be applied to the debt at the rate contractually agreed between the parties, but from the date of the decision.

Decision

38. Payment in the sum of £2089.75 with interest at the rate of 8 percent per annum from the date of the decision.

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.

Robert MacDonald

23.10.2026

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Legal Member/Chair **Date**