



**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**

**Chamber Ref: FTS/HPC/CV/20/2464**

**Re: Property at 42 Main Street, Prestwick, KA9 2QL (“the Property”)**

**Parties:**

**Westgale Limited, 63 Midton Road, Ayr, KA7 2TN (“the Applicant”)**

**Mr John Kelly, Ms Alison McTaggart, 48 Castleview, Dundonald, KA2 9HZ;  
Unknown, Unknown (“the Respondent”)**

**Tribunal Members:**

**Andrew Upton (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is liable to make payment to the Applicant in the sum of FIVE THOUSAND AND TEN POUNDS AND TWENTY PENCE (£5,010.20) STERLING**

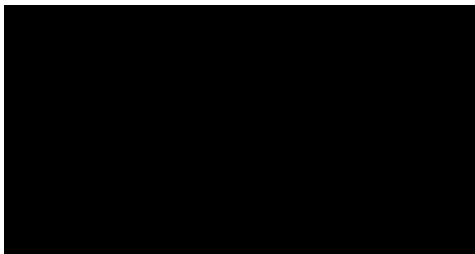
**STATEMENT OF REASONS**

1. This Application called for its Case Management Discussion on 25 February 2021 by teleconference call. The Applicants were represented by Mr Spence. The Respondents were neither present nor represented on the call. Notice of the CMD had been advertised on the Tribunal website. I am satisfied that the Application was properly served by advertisement.
2. The Applicants seek payment of the total sum of £5,610.20. That sum is comprised of two elements: (i) rent arrears of £1,800; and (ii) reparation for damage caused to the Property by the Respondents’ alleged failure to leave the property in a clean and tidy condition and in good decorative order, in the sum of £3,810.20.

3. In support of their Application, the Applicants produced a copy of the Private Residential Tenancy Agreement between the parties. In terms thereof, the Respondents were under contractual obligation to pay rent of £600 per calendar month (Clause 8), and to leave the property at its termination in a clean and tidy condition and in good decorative order (Clause 24). The Applicants produced a rent schedule which suggested that three months' rent was outstanding at lease expiry, being the sum of £1,800. The Applicants also produced invoices vouching the costs of cleaning and redecorating the Property as being the sum of £3,810.20.
4. The Respondents have been afforded an opportunity to dispute the Applicants' assertions in the Tenancy Agreement. They have not done so. I therefore consider that the Applicants' assertions are not in dispute. I am therefore satisfied that the Respondents are in rent arrears of £1,800, and that the reasonable costs of putting the Property back into a contractually compliant condition were £3,810.20.
5. However, the Respondents also paid a tenancy deposit of £600 at the commencement of the Tenancy. Mr Spence helpfully confirmed that the Deposit had been recovered by the Landlords, but had not been deducted from the claim.
6. Accordingly, I am satisfied that the Respondents are liable to make payment to the Applicants in the total sum of £5,010.20, being £1,800 in rent arrears and £3,810.20 in damages, under deduction of £600 for the Tenancy Deposit.

### **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.**



25/02/21

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**Legal Member/Chair**

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**Date**