

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014 (“the 2014 Act”) and Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Rules”)**

**Chamber Ref: FTS/HPC/CV/23/1807**

**Re: Property at 25 Hareshaw Crescent, Muirkirk, Cumnock, KA18 3PY (“the Property”)**

**Parties:**

**NRM Property Group LTD, 1 Ratho Street, Greenock, PA15 2BU (“the Applicant”)**

**Corbett and Shields Limited, 1 Ratho Street, Greenock, PA15 2BU (“the Applicant’s Representative”)**

**Mr Lee Strickland, present whereabouts UNKNOWN (“the Respondent”)**

**Tribunal Members:**

**Ms Susanne Tanner KC (Legal Member)**

**Mrs Jane Heppenstall (Ordinary Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the tribunal”) determined that the Respondents should pay to the Applicant the sum of TWO THOUSAND EIGHT HUNDRED AND NINETY POUNDS (£2890.00) STERLING; and made an Order for Payment in respect of the said sum**

**Reasons**

**Procedural Background**

1. The Applicant’s Representative made an Application to the tribunal seeking a payment order against the Respondent in favour of the Applicant in respect of rent arrears and end of tenancy costs.



2. Following initial procedure, a hearing took place on 20 August 2024 and was part heard and adjourned to a further date to allow the Applicant's Representative further time to lodge additional evidence and to call a representative of the Applicant company as a witness to end of tenancy costs. Notes on a Hearing were produced which are referred to. They were sent to the Applicant's Agent and made available to the Respondent via Service by Advertisement. Directions were issued to the Applicant's Representative.
3. On 29 August 2024, the Applicant's Agent lodged a bundle (29 pages) containing evidence and submissions.

**Hearing by Teleconference: 27 September 2024 at 1000h (adjourned from 20 August 2024)**

4. Ms Mary Sellar from the Applicant's Representative, Corbett and Shields Limited, attended.
5. Ms Natalie Muckersie attended as a witness from the Applicant company which owns the Property.
6. The Respondent did not attend. The tribunal clerk confirmed that the Respondent was served by advertisement on the tribunal's website. The tribunal was satisfied that the requirements of rule 24(1) regarding the giving of notice of a hearing had been duly complied with, and proceeded with the Application upon the representations of the party present and all the material before it.
7. Ms Sellar said that she had not been provided by her colleague with the bundle which had been lodged by the Applicant's Representative. Ms Muckersie said that she had not seen the bundle. The tribunal clerk sent copies to both and there was an adjournment in which they had time to consider the material they were relying on.
8. Ms Sellar was invited to make submissions in support of each head of claim, with reference to supporting evidence in the bundle lodged in advance of the hearing and to lead evidence from Ms Muckersie in relation to the end of tenancy costs.



9. **Rent arrears claim £2000.00 claimed.** After initially claiming £2500.00, the rent arrears claim was amended by Ms Sellar during the hearing to seek the lower sum of £2000.00 for the period up to the end of the tenancy on 30 June 2023. Ms Sellar said that the tenant was in situ until that date and did not pay any rent for the last five months of his tenancy. The rent was £500pcm. The reason for the amendment to the sum claimed was to remove double counting of the rent due for 7 March 2023 in the statements lodged in the bundle at pages 26 and 27. After an adjournment, Ms Sellar produced a late document which was an updated rent statement removing the double counting. We allowed it to be lodged late.
10. **Clearance of property £380 claimed.** Evidence was given by Ms Muckersie that clearance took place in November 2023 and that her husband made a payment on 13 November 23. After an adjournment, Ms Muckersie produced screenshots from her husband's bank account in relation to this payment and two other payments. The tribunal allowed them to be lodged late. There is a screenshot showing a payment on this date to 'Hareshaw'. Ms Muckersie said that her husband generally deals with everything to do with the Property. Ms Muckersie was involved in arranging clearance of the Property. She said that a lady from Ayrshire Council provided numbers of contractors they sometimes use to empty properties. Ms Muckersie phoned one of them and asked him to do it. Ms Sellar referred to the evidence for the clear out of the property is the pictures of the property at pages 2 to 23.
11. **Garden clearance and gardening £400 claimed.** Ms Muckersie referred to 21 November 2023. Ms Muckersie confirmed that Ayrshire Council had ordered them to clear the garden. They did not know about it in June. They did not go to the Property because they do not live there and it was managed. They did not know about the garden until they were notified. They tried to get trades people that they knew in Ayr to do it. Ms Muckersie called the Council and asked them to help. They said that they could not recommend contractors. Ms Muckersie offered to pay them. She said that a lady at the Council very kindly helped her because she knew how difficult it was. She gave a number to Ms Muckersie and arrangements were made for that contractor to attend. Ms Sellar referred to the photographs of the garden which were taken at the date that the end of tenancy check was done, which are in the bundle at pages 12, 13 and 19. In relation to the payment, the screenshot referred to shows that £400 was paid to 'Mary Sellar'. Ms Sellar confirmed that she arranged for payment of the person



who cut the grass because Ms Muckersie is a friend of hers as well as a client of the letting agent.

12. **Cleaning £110 claimed.** Ms Muckersie said that cleaning had to be carried out after clearance, in particular in the kitchen. A payment was made to the contract on 18 January 2024 for £100 (two payments of £1 and £119). She said that there was food left in the kitchen and it was generally dirty as shown in the photograph in the bundle. She explained that the reason it was not carried for some months after the end of the tenancy was that they were originally unaware of the state of the Property and then they had personal reasons that meant they it was difficult to travel to deal with issues at the Property.
13. The heads of claim for fixing kitchen units, cleaning carpets and painting walls were all withdrawn during the hearing.

#### **Findings-in-Fact**

1. The Applicant company is the registered proprietor of the Property.
2. There was a Private Residential Tenancy agreement between the parties in respect of the Property which ended on 30 June 2023.
3. The rent arrears as at 30 June 2023 amounted to £2000.00.
4. The Respondent has not made payment of rent arrears following the end of tenancy and the rent arrears as at 27 September 2024 remain at £2000.00.
5. As at 30 June 2023, the Property, including the garden, were not left in an acceptable state by the Respondent.
6. The Respondent left items in the Property which required to be cleared.
7. The clearance costs were £380.00, which were paid by a representative of the Applicant company.
8. The Property required to be cleaned after clearance, including the kitchen.



9. The cleaning costs were £110.00 which was paid by a Representative of the Applicant.
10. The garden was left by the Respondent in an overgrown state and the local authority ordered that it was brought back to an acceptable state.
11. The garden was cleared and brought back to an acceptable state at a cost of £400.00, which was paid by a representative of the Applicant.
12. The Respondent's present whereabouts are unknown.
13. The Respondent has been served by advertisement on the tribunal's website.
14. The Respondent has not opposed the Application.

### **Discussion**

15. As the tribunal was satisfied that the Respondent owes £2000.00 to the Applicant by way of rent arrears for the tenancy of the Property in the period to the end of tenancy on 30 June 2023, and £890 in respect of end of tenancy costs, the tribunal made an Order for Payment of that sum.

### **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.**

Susanne Tanner

Legal Member/Chair

27 September 2024

Date