



**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/24/2165

**Re: Property at FLAT 2/1, 37 BANK STREET, GLASGOW, G12 8NE (“the
Property”)**

Parties:

**Mr ANDREW ROBERT JAMIESON, 22 Whittingehame Drive, Glasgow, G12 0XX
 (“the Applicant”)**

**Mr DANIEL RODGER (SBA), MISS SAMANTHA LYNN MACDONALD (SBA),
UNKNOWN, UNKNOWN (“the Respondent”)**

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondents)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined to make an order for payment against the Respondents
in the sum of Four thousand seven hundred and one pounds (£4701) Sterling**

Background

- 1 By application to the tribunal the Applicant sought an order for payment against the Respondents in respect of unpaid rent and cleaning costs 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) Rules of Procedure 2017 (“the Rules”). In support of the application the Applicant provided a copy of the tenancy agreement between the parties, rent statement, check-out inventory and correspondence between the Applicant’s letting agent and the Respondents.
- 2 By Notice of Acceptance of Application a Legal Member with delegated powers from the Chamber President intimated that there were no grounds

upon which to reject the application. The application was therefore referred to a Case Management Discussion (“CMD”) to take place on 21st October 2024.

- 3 The tribunal attempted service of the notification of the CMD upon the Respondents. Notification was given to Miss MacDonald by Sheriff Officers. However, the sheriff officers were unable to locate Mr Rodger at the address provided and no further details regarding his current whereabouts could be obtained. The CMD was therefore adjourned for service to be carried out upon Mr Rodger by advertisement on the tribunal website.
- 4 The CMD was adjourned to a further CMD on 20 January 2025. The Tribunal attempted to send notification of the adjourned CMD to Miss MacDonald by recorded delivery. The letter was returned marked “address unknown”. Notification was therefore given to both Respondents by advertisement on the Tribunal website in accordance with Rule 6A of the Rules.

The Case Management Discussion (“CMD”)

- 5 The CMD took place on 20 January 2025. The Applicant was present and represented by Ms Pauline Ward of Kee Solicitors. The Respondents did not join the call, despite the start time of the CMD being delayed for approximately ten minutes. The tribunal noted that they had failed to provide the Applicant with a forwarding address following the termination of the tenancy. The tribunal also took into account the fact that the CMD had previously been adjourned to enable notification to be given to the Respondents, which had been effected by service on the tribunal website in terms of Rule 6A of the Rules. The tribunal was therefore satisfied that the Respondents had received notification of the CMD in accordance with Rule 17(2) of the Rules and therefore determined to proceed with the CMD in their absence.
- 6 The tribunal explained the purpose of the CMD and invited Ms Ward to make submissions on behalf of the Applicant. Ms Ward made reference to the rent statement and evidence that had been submitted in support of the application. She clarified that the Applicant was not seeking additional costs for replacement carpets and other damages, only the costs incurred in cleaning the property. Ms Ward confirmed that the Applicant had received the tenancy deposit back from the deposit scheme. There had been no proposals for repayment from the Respondents.
- 7 Ms Ward did advise that another possible address had been traced for Mr Rodger. The tribunal therefore confirmed that it would ensure notification of any decision was sent to Mr Rodger at the address provided, however for the purpose of the CMD, the tribunal was content to rely upon the service by advertisement.

Findings in Fact

- 8 The Applicant and Respondents entered into a tenancy agreement which commenced on 22 December 2020.
- 9 In terms of clause 8 of the said tenancy agreement the Respondents undertook to pay rent at the rate of £725 per month. The rent was subsequently increased to £746 per month from 22 July 2023.
- 10 The tenancy between the parties terminated on 22 January 2024.
- 11 As at the date of termination arrears in the sum of £4876 were outstanding.
- 12 The Applicant incurred costs in cleaning the property following the Respondents' departure in the sum of £650. The Respondents are liable for the cleaning costs under the terms of the tenancy agreement between the parties.
- 13 The Applicant received the tenancy deposit from the deposit scheme following termination of the tenancy in the sum of £825.

Reasons for Decision

- 14 The tribunal was satisfied that it had sufficient information upon which to reach a decision on the application, taking into account the application paperwork and the submissions at the CMD. The Respondents had been given the opportunity to participate by making written representations, and attend the CMD, but had chosen not to do so. Whilst notification of the CMD had been given to the Respondents by service by advertisement on the Tribunal website, this was a result of their failure to provide a current address to the Applicant. The tribunal was therefore satisfied that it could proceed to a decision in their absence and make relevant findings in fact based on the information provided by the Applicant.
- 15 The tribunal therefore accepted that the Respondents were both liable for payment of unpaid rent and cleaning costs under the terms of the tenancy agreement between the parties. There was nothing before the tribunal to contradict the position put forward by the Applicant in this regard.
- 16 The tribunal therefore made an order in the sum of £4701.

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.

R.O'Hare

20 January 2025

Legal Member/Chair

Date