



**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/24/3891**

**Re: Property at 40/2 Calder Gardens, Sighthill, Edinburgh, EH11 4LG (“the Property”)**

**Parties:**

**Mr Gary Collett, 79 Stanley Road, Hornchurch, Essex, RM12 4JS (“the Applicant”)**

**Miss Natalie Brownlie, 27/5 West Pilton Gardens, Edinburgh, EH4 4EF (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment for £3512.80 (THREE THOUSAND FIVE HUNDRED AND TWELVE POUNDS AND EIGHTY PENCE)**

**Background**

1. An application was received by the Housing and Property Chamber dated 21<sup>st</sup> August 2024. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent had left the Property in such a position that extensive works had to be undertaken to return it to the condition that it was in when she first started the lease.
2. On 8<sup>th</sup> February 2025 all parties were written to with the date for the Case Management Discussion (“CMD”) of 24<sup>th</sup> March 2025 at 2pm by teleconferencing. The letter also requested all written representations be submitted by 1<sup>st</sup> March 2025.

3. On 11<sup>th</sup> February 2025, sheriff officers served the letter with notice of the CMD date and documentation the Respondent. This was evidenced by Certificate of Intimation dated 11<sup>th</sup> February 2025.

#### The Case Management Discussion

4. A CMD was held 24<sup>th</sup> March 2025 at 2pm by teleconferencing. The Applicant was not present but was represented by Mrs Leanne Young, Client Account Manager Debt Recovery Team, DJ Alexander Lettings Ltd. The Respondents was not present and was not represented. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondent did not make representations in advance of the CMD.
5. Mrs Young said that there has been no contact from the Respondent since she left the Property. She said that the Property was very dirty. The Respondent had two large dogs within the Property. This was not permitted by the lease. The Property was found to have dog urine, faeces and marks from the dogs. This required a deep clean to return the Property to the condition it was in when it was let out to the Respondent. All of the doors had to be replaced. This was from damage when the Police had to gain entry to the Property. The Respondent had said that she would replace the doors but did not do so. There was also a cost for the removal of all the belongings left in the Property. This was undertaken by the cleaning team. The actual cost to the Applicant was £4931 but some deduction has taken place to take account for wear and tear.
6. Mrs Young said that the tenancy was moved to her firm when they acquired another letting agency. That letting agency used an alternative deposit scheme where an initial deposit was not taken but payments made each month in as a form on insurance. All of this money had been recovered by the Applicant for outstanding rent arrears.
7. The Tribunal was satisfied that the outstanding amount for £3512.80 was due to the Applicant by the Respondent and that it was appropriate to grant an order accordingly.

#### Findings and reason for decision

8. A Private Rented Tenancy Agreement commenced 10<sup>th</sup> May 2021.
9. The Respondent persistently failed to pay her rent charge of £695 per month. The rent payments are due to be paid on tenth day of each month. This was not included in this application as that debt had been addressed by the deposit arrangement.
10. The Respondent had not removed her belongings and had left the Property in a state that meant that the Applicant had to undertake significant costs to remedy the damage.

11. The Respondent has not made any offers of payment towards the repairs for the damage caused.

12. The amount sought total £3512.80. This is not the total costs which the Applicant incurred but takes into account for wear and tear.

#### Decision

13. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £3512.80.

#### **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.**

Gabrielle Miller

**24<sup>th</sup> March 2025**

**Legal Member/Chair** \_\_\_\_\_

**Date** \_\_\_\_\_