

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

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**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 71(1) of the Private Housing  
(Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/24/3265**

**Re: Property at Kirkhill, Lintrathen, Kirriemuir, Angus, DD8 5JH (“the Property”)**

**Parties:**

**Mr Andrew Neil Houstoun, Mrs Victoria Margaret Houstoun, Miltonbank Farmhouse, Tannadice, Forfar, Angus, DD8 3TU (“the Applicants”)**

**Ms Michelle Furey, Mr Bruce Wilkie, 12 Garden Mill Place, Dundee, DD3 9UF;  
Per 12 Garden Mill Place, Dundee, DD3 9UF (“the Respondents”)**

**Tribunal Members:**

**Alastair Houston (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of £4610.00 be made in favour of the Applicants.**

**1. Background**

1.1 This is an application under Rule 111 of the Chamber Rules. The Applicants sought payment of £4970.00 from the Respondents. The application was accompanied by copies of the written tenancy agreement between the parties, bank statements, invoices and photographs.

1.2 No written representations were received from the Respondents in advance of the Case Management Discussion.

**2. The Case Management Discussion**

2.1 The Case Management Discussion took place on 24 March 2025 by teleconference. The Applicants attended personally. The Respondents were neither present nor represented.

- 2.2 The Applicants confirmed that the application was insisted upon. The Tribunal noted that intimation of the application and Case Management Discussion had been given to the Respondents by sheriff officers. The Tribunal considered it appropriate to proceed in their absence.
- 2.3 The Tribunal heard from the Applicants with regards to certain specific points, notably, the position regarding the deposit and the cost claimed in respect of their time spent cleaning the property. The Applicants confirmed that the deposit paid to them was included in the total sum of rent received from the Applicants. £3940.00 of rent had gone unpaid.
- 2.4 In terms of the costs included in respect of the Applicants' times, the Applicants confirmed that there was no expense associated with that. They had carried out cleaning of the property themselves to avoid incurring further expense, which, in all likelihood would have been higher. The estimate of the cost of their time was reasonable in the circumstances given the condition the Respondents had left the property in.

### **3. Reasons For Decision**

- 3.1 No written representations as to why certain sums ought not to be due to the Applicants were received by the Tribunal. The Tribunal therefore considered the application on the basis of the papers and submissions at the Case Management Discussion.
- 3.2 The written tenancy agreement imposed an obligation upon the Respondents to make payment of £1200.00 per month in rent. They had failed to do so. Further, the Respondents were under an obligation to take reasonable care of the property and remove personal belongings at the end of the private residential tenancy agreement. They had not and the Applicants were required to incur the expense of skip removal and having the carpets cleaned.
- 3.3 The Tribunal did not consider that the cost of the Applicants time in clearing the property was recoverable. There was no expense incurred beyond the use of their time. The tenancy agreement did not provide for the recovery of "reasonable" expense in respect of the Applicants' time. An order for £4610.00 was therefore made in their favour.

### **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.**

Alastair Houston

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Legal Member/Chair

24 March 2025  
Date