

**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/23/4057**

**Re: Property at Flat 1, The Stables Station, Evanton, IV16 9YW (“the Property”)**

**Parties:**

**Mr Scott Murdoch, Parklands, Invergordon, IV18 0LJ (“the Applicant”)**

**Mr Kyle Johnson and Miss Leah Robb, both Flat 1, 53 Shore Road,  
Invergordon, IV18 0EQ (“the Respondents”)**

**Tribunal Members:**

**George Clark (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be determined without a Hearing and made an Order for Payment by the Respondents to the Applicant of the sum of £28,581.48.**

**Background**

1. By application, dated 15 November 2023, the Applicant sought an Order for Payment in respect of unpaid rent that had become lawfully due by the Respondents to the Applicant. The sum sought was £2,608. The Applicant was also seeking £16,560 in respect of damage caused to the Property by the Respondents.
2. The application was accompanied by a copy of a Private Residential Tenancy Agreement between the Applicant and the Respondents commencing on 15 May 2022 at a rent of £535 per month and a Rent Statement showing arrears at 15 January 2024 of £4,213.
3. The Applicant also provided the Tribunal with a number of photographs showing the condition of the Property and an estimate from Scott Hartmount, Tain, of £13,800 plus VAT (£16,560) for repair works, including the

replacement of 4 doors, door frames, skirting, fencing, stops, wardrobe frames and 3 sets of made-to-measure mirror doors, painting of all walls and varnishing of all new finishings, patching damaged plasterboard, supplying and fitting a new vanity unit and new double glazed unit to the living room window, as well as stripping out damaged areas and supplying a skip to remove waste. The photographs showed that there was also a wrecked car in the garden of the Property.

4. On 8 January 2024, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondents were invited to make written representations by 29 January 2024. The Respondents did not make any written representations to the Tribunal.
5. A Case Management Discussion was held by means of a telephone conference call on the afternoon of 1 May 2024. The Applicant was represented by Miss Sara Di Carlo of Harper Macleod LLP, solicitors, Elgin. The Respondents were not present or represented.
6. The Applicant's representative told the Tribunal that the rent arrears had increased to £5,818 and sought permission to amend the application accordingly. The arrears were evidenced by an updated Rent Statement to 15 April 2024. The Tribunal was content to allow the amendment.
7. The Tribunal was satisfied that the sum sought by way of rent arrears, as amended to £5,818, had become lawfully due by the Respondents to the Applicant.
8. Due to an oversight on the part of the Tribunal, the claim for £16,560 for damage to the Property was not discussed at the Case Management Discussion, but the Tribunal was, in any event, unwilling to determine the matter in the absence of further evidence and documentation. This might include photographs and descriptions from the Check-in Inventory and the Tribunal would wish to see at least one other estimate for the works, given the anticipated costs involved.
9. The application was continued to a further Case management Discussion. This was scheduled for 25 September 2024 but was postponed due to the whereabouts of the Respondents being then unknown. It was postponed again on 14 January 2025, as the Applicant's representative had, On 7 January 2025, lodged substantial amendments to the application.
10. In these amendments, the Applicants stated that the Respondents had been evicted from the Property on 4 July 2024, following an Order of the Tribunal granted on 1 May 2024. The rent arrears at the date of eviction had risen to £6,888. This was evidenced by an updated Rent Statement. In relation to repairs, Mr Scott of Scott Hartmount, had been able to carry out a full inspection of the Property after the Respondents were evicted. His previous inspection had been restricted by the fact that the Respondents were still then resident at the Property. Following the second inspection, he provided an estimate of £59,400 inclusive of VAT. A second estimate, from Grant

MacLennan Carpentry and Joinery Ltd was for £66,000 plus VAT. Four of five companies contacted to undertake the initial strip-out and clean up works had declined to do it, due to the extent of animal and human faeces in buckets and sleeping bags in the Property, and a fifth company had quoted £10,000, so the Applicant undertook this work himself, with the assistance of Mr Scott, who then commenced the repair works, which included removal and disposal of items left behind by the Respondents, deep cleaning, disposal of animal and human waste, replacement of flooring which had become hazardous and saturated due to human and animal waste, replacement of plasterboard that had become saturated by dog urine, replacement of damaged kitchen doors and worktops, of a damaged bathroom suite, of damaged wooden skirting and architrave boards, of damaged radiators, which had been forced off the walls, of chrome items that had become rusted, and of damaged doors and cracked window panes. The electrics behind the saturated plasterboard also required repairs.

11. The Applicant provided copies of Invoices from Scott Hartmount for £40,000 and from Brennan Electrical for £4,413.48, and included in his claim an estimated £7,000 for redecoration, £1,000 for new carpets and £4,280 in respect of loss of rental income, calculated at eight months. The Applicant had made a claim on his insurance policy and received a payment of £45,000, which included an estimated £10,000 for legal fees, leaving £35,000 available towards the repairs costs. The Applicant also provided photographs showing the condition of the Property before the Respondents moved in.
12. The amount now being sought in the amended application was £21,693.48 in respect of damage repairs and £6,888 for rent arrears, a total of £28,581.48.

### **Case Management Discussion**

13. The second Case Management Discussion took place by means of a telephone conference call on the morning of 23 April 2025. The Applicant was present and was represented again by Miss Di Carlo. The Respondents were both present.
14. The Respondents told the Tribunal that, whilst they might dispute some elements of the claim against them, they wanted the matter to be over and accepted that an Order for Payment should be made against them. They would be unable to pay the amount claimed other than by instalments. As they had not requested a Time to Pay Direction, the Tribunal advised that they should seek legal advice either from a solicitor or from Citizens Advice Scotland and then approach the Applicant directly or through his solicitors with any proposal to pay by instalments.
15. The Applicant's representative told the Tribunal that the Applicant was seeking an Order for Payment of the full sum claimed. The Respondents had not made any written representations and had not engaged at any time during the Tribunal process, which began in November 2023, nor had they

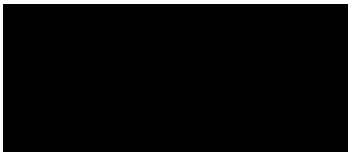
communicated with the Applicant or his solicitors to discuss the claim or to make any offer of payment.

### **Reasons for Decision**

16. The Tribunal was satisfied that the rent arrears claimed had become lawfully due by the Respondents to the Applicant and that the sums claimed in respect of repairs to damage, caused by the Respondents and beyond fair wear and tear, and for loss of rent, were reasonable. They were not disputed at the Case Management Discussion by the Respondents, who had also made no written representations to or otherwise engaged with the Tribunal.

### **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.**



**George Clark**

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**Legal Member/Chair**

**23 April 2025**

**Date**