

Housing and Property Chamber
First-tier Tribunal for Scotland



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/24/4841

Re: Property at 29 Kirkland Crescent, Dalry, KA24 5EA (“the Property”)

Parties:

Mr Gary Hamill, 22 Quadrant Road, Newlands, Glasgow, G43 2QJ (“the Applicant”)

Miss Leanne Prince, 13 Glendale Road, Kinlochleven, PH50 4RZ (“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 order for payment is granted to the amount of £8187.74 (Eight thousand one hundred and eighty seven pounds and seventy four pence).

Background

1. This is an application in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Rules”). The Housing and Property Chamber received an application dated 18th November 2025. The Applicant is seeking an order for payment for outstanding rent arrears and end of tenancy costs.
2. On 15th March 2025 all parties were written to with the date for the CMD of 30th May 2025 at 10am by teleconferencing. After service was unable to be effected by Sheriff Officers, Service by Advertisement was undertaken upon the Respondent from 10th April 2025.

Case Management Discussion

3. A CMD was held on 30th May 2025 at 10am by teleconferencing. The Applicant was present and represented himself. The Respondent was not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondent did not make any representations in advance of the CMD.
4. The Applicant stated that the Respondent had been persistently in arrears of £8187.74 from 16th September 2016 – 28th November 2022. The Tribunal accepted that this was due to the Appellant by the Respondent.
5. The Applicant lodged invoices amounting to £4490 which were for clearing, cleaning and redecorating the Property. The Applicant said that the Respondent had left many items in the Property and it required a deep clean. Photographs were lodged with the application to show that there had also been damage to the Property. The Applicant said that there was a substantial amount of work required in the Property and to the garden. The Tribunal was satisfied that £4490 was due to the Applicant in terms of these extra end of tenancy expenses.
6. The Applicant said that it was 6 months before the Property could be re-let. He was seeking to include loss of rental costs at the price that the Property could have been rented out at after the Respondent had left. This is namely £650 per month. The Tribunal did not consider that was appropriate given that the Respondent had a rent charge of £495 per month. He explained that it was difficult to get appropriate tradesmen especially given the time of the year. The Tribunal agreed that it was appropriate to include some loss as it there was a substantial amount of work required after the Respondent had left the Property. However at that point the rent charge was £495 per month. It was also not the issue of the Respondent that it had been difficult to instruct tradesmen. This does not take away the fact that there was a loss of rental. The Tribunal considered it a fair and proportionate amount for the Appellant to be awarded two months rent at £495 per month.
7. The Applicant had not been aware of the return of the deposit so the Tribunal briefly adjourned to allow the Applicant to confirm this with the letting agent. The Applicant said that the deposit was returned to him on 21st February 2023. The Tribunal deducted this amount from the amount that it considered was due to the Applicant as the deposit had not yet been removed from the claim. The Tribunal was content to grant an order for payment for £8187.74.

Findings in Fact

8. The parties entered into a Short Assured Tenancy on 16th September 2016 until 16th November 2022. An AT5 was signed by both parties on the same date as the lease. The rent payments of £495 per month were due by the sixteenth day of each month.
9. The Respondent has persistently not maintained rent payments during the tenancy. The arrears total £3202.74.

10. The Respondent left a substantial amount of items in the Property. It needed to be emptied of the belongings, cleaned and redecorated. The cost of this was £4490.
11. As a result of the Respondent leaving the Property in the manner that she did the Appellant was not able to re let the Property while the work was being completed.
12. The deposit was returned to the Applicant on 21st February 2023. This amount was deducted from the amount due.
13. The total amount due to the Appellant is £8187.74.

Reasons for Decision

14. The Respondent has failed to make payment of the rent lawfully due in terms of the lease between the parties. The Applicant has lodged a rent statement for the period 16th September 2016 – 28th November 2022 in which payments have been missed to amount to £3202.74 in rent arrears. The Tribunal decided that the Respondent had persistently not paid the rent causing arrears to accrue. The Respondent caused other end of tenancy issues as detailed above. As a consequence the Applicant was entitled to be granted the Order for payment of £8187.74.

Decision

15. The Applicant is entitled to an order of payment of £8187.74 by the Respondent. The Order was granted against the Respondent.

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

30th May 2025

Legal Member/Chair

Date

