



**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/24/0859

Re: Property at 14 Loirston Crescent, Aberdeen, AB12 3HH (“the Property”)

Parties:

Mr Ameachi Ozomena, 33 Flat B, Bloomfield Road, Aberdeen, AB10 6AJ (“the Applicant”)

Miss Sarah Hicks, 33c Balnagask Avenue, Aberdeen, AB11 8SY (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make a payment order in the sum of £15,645 against the Respondent in favour of the Applicant.

Background

- 1 This is an application under rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016. The Applicant sought a payment order against the Respondent in respect of unpaid rent.
- 2 The application was referred to a case management discussion to take place by teleconference on 27 January 2025. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules. Said notice was served upon the Respondent by sheriff officers on 9 December 2025.
- 3 The Tribunal invited parties to make written representations in advance of the CMD. No written representations were received.

The CMDs

- 4 The first CMD took place by teleconference on 17 January 2025. The Applicant was represented by Mr Oladipo Adegbotolu, his appointed representative. Mr Adegbotolu was accompanied by Mr Alse as a supporter. The Respondent did not join the call. The Tribunal noted that she had been given proper notice of the CMD under the Rules and therefore determined to proceed in her absence.
- 5 The Applicant's representative indicated his wish to increase the sum claimed to £9950. As the request had been made at the CMD, and therefore not intimated upon the Respondent in accordance with Rule 14A of the Rules, the Tribunal determined to adjourn the CMD to allow the Respondent an opportunity to respond. The Tribunal gave notice of the date of the next CMD to the parties in accordance with Rule 17(2) of the Rules.
- 6 On 27 January 2025 the Tribunal received an updated rent statement from the Applicant. On 31 March 2025 the Tribunal received further written representations from the Applicant which included an invoice for repairs. The Applicant requested amendment of the application to include the repairs costs. The Applicant's written representations dated 27 January and 31 March 2025 were intimated to the Respondent.
- 7 The second CMD took place on 11 July 2025 at 2pm. The Applicant was represented by Mr Alse. The Respondent did not join the call. The Tribunal delayed the start time of the CMD for a short period before determining to proceed in her absence, noting that she had been given notice of the CMD under Rule 17(2) of the Rules. The Tribunal also took into account the fact that she had failed to attend the previous CMD.
- 8 Mr Alse confirmed that the Applicant sought an order for payment of the rent arrears and the repairs costs. The Tribunal discussed the repairs costs with Mr Alse, with reference to the legal principles of unjustified enrichment. The Tribunal explained that it would require further evidence to establish that the costs were a result of damage by the Respondent, as opposed to fair wear and tear. The Tribunal referred in particular to the costs for redecoration of the whole property in the sum of £2650. Such evidence would include the check-in and check-out inventories, as well as anything else to support the Applicant's position that the damage went beyond fair wear and tear. Mr Alse confirmed that the Applicant wished to submit additional evidence to support the claim for the repair costs. The Tribunal therefore adjourned the CMD to provide him with this opportunity. On 14 July 2025 the Tribunal received additional written representations from the Applicant which were intimated to the Respondent.
- 9 The third CMD took place on 31 July 2025. Mr Alse represented the Applicant. Mr Oladipo Adegbotolu also took part. The Respondent did not join the call. The Tribunal delayed the start time of the CMD for a short period before determining to proceed in her absence, noting that she had been given notice of the CMD under Rule 17(2) of the Rules.

10 The Tribunal had the following documents before it:-

- (i) Form F application form;
- (ii) Title sheet KNC19918 confirming the Applicant's ownership of the property;
- (iii) Excerpt from the online landlord register confirming the Applicant's landlord registration;
- (iv) Tenancy agreement between the parties dated 15 and 16 June 2019 together with unsigned and undated Form AT5;
- (v) Tenancy agreement between the parties dated 1 July 2022;
- (vi) Rent statement up to 3 February 2024;
- (vii) Notes on a Case Management Discussion dated 17 January 2025;
- (viii) Notes on a Case Management Discussion dated 12 July 2025;
- (ix) The Applicant's written representations dated 27 January 2025 and 31 March 2025, which include a rent statement up to 17 August 2024 and an invoice from Skill-Tek Home Renovation Services in the sum of £5695; and
- (x) The Applicant's written representations dated 14 July 2025, which include photographs of the property and the check in and check out inventories.

11 The Tribunal heard submissions from Mr Alse on the application, with assistance from Mr Adegbotolu. The following is a summary of the key elements of the submissions and does not constitute a verbatim account.

12 Mr Alse referred to the evidence produced in the form of the inventory reports and photographs as support for the Applicant's claim for damages. Both Mr Alse and Mr Adegbotolu summarised the damage caused by the Respondent with reference to the evidence. The Respondent had damaged doors, which required to be replaced. She had damaged the garden fence. She had painted rooms in the property without the consent of the Applicant. The walls were badly marked. The Respondent had left water running, which had caused damage to the interior of the property, including the electrics and light fittings. Her dog had soiled the carpets, which required to be replaced. All of the damage went beyond fair wear and tear. The Respondent had ultimately abandoned the property without returning the keys. She had removed furniture belonging to the Applicant. The Applicant therefore sought an order for the rent arrears and damages.

Findings in fact

13 The Applicant is the owner and landlord, and the Respondent is the tenant, of the property in terms of a private residential tenancy agreement, which commenced on 16 June 2019.

14 In terms of clause 4 of the said tenancy agreement the Respondent undertook to pay rent at the rate of £600 per month in advance.

- 15 On 1 July 2022 the Applicant and the Respondent signed a second tenancy agreement in respect of the property.
- 16 In terms of clause 7 of the said tenancy agreement, the Respondent undertook to continue to pay rent at the rate of £600 per month in advance.
- 17 The tenancy between the parties terminated on 17 August 2024.
- 18 The Respondent failed to pay rent as agreed over the term of the tenancy. As at the date of termination rent arrears in the sum of £9950 had accrued.
- 19 In terms of clause 17 of the said tenancy agreement the Respondent agreed to be liable for the cost of repairs where the need for them was attributable to her fault or negligence, that of any person residing with her, or any guest of hers.
- 20 The Respondent failed to maintain the property in good tenantable condition. The Respondent caused damage to the property because of her fault or negligence. In particular, the Respondent left water running damaging electrics and paintwork, carried out redecoration without the consent of the Applicant, and caused damage to the walls, doors, carpets and external fencing. The damage went beyond fair wear and tear.
- 21 The Applicant has carried out works to restore the property to a good tenantable condition because of the Respondent's fault and neglect.
- 22 The Applicant has incurred costs amounting to £5695 in carrying out the aforementioned works.
- 23 The Respondent is liable to pay the sum of £15,645 to the Applicant under the terms of the tenancy agreement between the parties.

Reasons for decision

- 24 The Tribunal was satisfied based on the application paperwork, the written representations and the submissions at the CMDs that there was sufficient evidence upon which to make relevant findings in fact in order to reach a decision on the application. The Tribunal considered it could reach a decision under Rule 18 in the absence of a hearing. The Respondent had not sought to challenge any of the evidence submitted by the Applicant, therefore there were no disputed matters that would require a hearing to be fixed.
- 25 The Tribunal was satisfied based on the evidence before it that the Respondent had a contractual obligation to pay rent of £600 per month to the Applicant and had repeatedly failed to do so, resulting in arrears of £9950. There was no evidence before the Tribunal to contradict the rent statements provided by the Applicant.
- 26 The Tribunal carefully considered the Applicant's claim for damages. The Tribunal was satisfied that the Applicant had properly evidenced the sums

sought, having considered both inventories and the corresponding photographs along with the invoice from Skill-Tek Home Renovation Services. The Tribunal therefore determined that the Applicant was entitled to recover damages from the Respondent in the sum of £5695. It was clear from the photographs that the damage caused to the property went beyond fair wear and tear and could therefore be properly attributed to the fault or neglect of the Respondent.

27 The Tribunal accordingly made an order for payment in the sum of £15,645.

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.

Ruth O'Hare

31 July 2025

Legal Member/Chair

Date