

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 71 (1) of the Private Housing
(Tenancies) (Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/24/3862

Re: Property at 84 St Andrews Drive, Fraserburgh, AB43 9BG (“the Property”)

Parties:

Mr Peter Cowie, 15 Burnett Street, Stuartfield, Peterhead, AB42 5DN (“the Applicant”)

Mr Casey Jones and Miss Nadine Gavryluk, both formerly residing at 84 St Andrews Drive, Fraserburgh, AB43 9BG and whose present whereabouts are unknown (“the Respondents”)

Tribunal Members:

Andrew Cowan (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the sum of £4738.33 is lawfully due by the Respondents and granted an order for payment of that sum by the Respondents to the Applicant.

Background

1. By an application dated 20th August 2024 (“the Application”), the Applicant sought an order for payment of £4738.33 from the Respondents in respect of rent arrears and other sums which the Applicant claims are due from the Respondents as arising from their obligations as the tenants in a tenancy agreement between the parties.
2. A Case Management Discussion (“CMD”) took place by teleconference on 25th July 2025.

3. In advance of the CMD on 25th July 2025 the Application had been intimated upon the Respondents by Advertisement on the Tribunal website from 26th April 2025 until 25th July 2025. In terms of Rule 6(A) of the Tribunal rules of procedure the Application is deemed to have been served upon both Respondents.
4. The Tribunal was satisfied that the Respondent had been given reasonable notice of the date, time and place of the CMD and that the requirements of rule 24(1) of the First-Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Procedure Rules") had been duly complied with. In the circumstances the Tribunal proceeded with the Application in accordance with rule 29 of those Procedure Rules.
5. At the CMD on 01 November 2024 the Applicant was represented by Mr James Sloan of D.J. Alexander Letting Agents. The Respondents did not join the CMD conference call.
6. At the CMD the Tribunal was able to consider:
 - a. The terms of the tenancy agreement between the parties. The tenancy agreement was a Private Residential Tenancy Agreement in relation to the Property. The tenancy between the parties had commenced 27th January 2023. The monthly rent due in terms of the tenancy agreement between the parties was £550.00.
 - b. A rent statement showing the sum of £1928.25 as due by the Respondents to the Applicant by way of rent arrears as at 30th May 2024. The rent statement had taken account of a £550 deposit paid by the Respondents and retained by the Applicant.
 - c. Copy Inventory and check in report (including internal photographs of the Property) dated 27th January 2023
 - d. Copy Inventory and check out report (including internal photographs of the Property) dated 12th January 2024.
 - e. Copy invoice from Claymore Homes dated 29th February 2024 in connection with repairs to worktop, doors and carpets at the Property in the amount of £2018.38.
 - f. Copy invoice from Grampian Cleaning Company dated 1st February 2024 in connection with deep cleaning the Property in the amount of £815.70.

Further Information:

7. Mr Sloan explained to the Tribunal that the Respondents had left the Property on 29th December 2023. The Applicant accepted that the tenancy agreement between the parties had terminated at that date. As at the date of termination of the tenancy the Respondents had accrued rent arrears in the sum of £1904.25 as shown in the rent statement which the Applicant had lodged with the Tribunal. Mrs Young confirmed that no payment had been made by the Respondent towards the rent arrears after the date of the Application. Mr Sloan confirmed that the sum of £1904.25 continued to be due by the Respondents to the Applicant in respect of arrears of rent accrued by the Respondent during the term of the tenancy agreement between the parties. Mr Sloan confirmed that the Applicant sought payment of the sum of £1904.25 as part of the sum claimed in the application.
8. Mr Sloan explained to the Tribunal that the Respondents had failed to take reasonable care of the Property during the term of the tenancy between the parties, as they were required to do, in terms of clause 20 of the tenancy agreement. The Respondents had damaged doors in the Property. They had failed to ensure that the Property and its fixtures and fittings had been kept clean during the tenancy, as they were required to do in terms of clause 20.2 of the tenancy agreement. The Respondents had failed to ensure that the interior of the Property and all fittings and fixtures had been kept in the same state of repair and cleanliness as at the commencement of the tenancy, as they were required to do in terms of clause 20.2.2 of the tenancy agreement. Mr Sloan referred the Tribunal to the check in and check out inventories which demonstrated the damage caused to internal fittings at the Property caused by the Respondents together with their failure to maintain the Property in a clean condition. Mr Sloan referred to the invoices which had been produced from Claymore Homes and Grampian Cleaning Company. He confirmed that these costs had been incurred by the Applicant as a direct result of the Respondent's failure to comply with their obligations in the tenancy agreement to take reasonable care of the Property and to ensure that the Property was kept clean during the tenancy. The total sum paid by the Applicant to the contractors who carried out necessary repair and cleaning works after the Respondents had vacated the Property is £2833.76. Mr Sloan confirmed that the Applicant sought payment of this sum of £2388.76 as part of the sum claimed in the application.
9. The total sum claimed in the application is £4738.33. That sum is the total due to the Applicant in respect of the rent arrears and the repair costs. Mr Sloan asked the Tribunal to grant an order for payment against the Respondent in favour of the Applicant for the sum of £4738.33.

Findings in fact, and in fact and law; reasons for decision

10. The Applicant let the Property to the Respondents in terms of a written tenancy agreement which commenced on 27th January 2023. The monthly rent due in terms of the tenancy agreement between the parties was £550,
11. The Tenancy agreement between the parties had terminated on 29th December 2023
12. As at the date of termination of the tenancy between the parties the Respondents had accrued arrears of rent under the terms of the tenancy agreement in the sum of £1904.25
13. The Respondents failed to take reasonable care of the Property and failed to ensure that the Property, and its fixtures and fittings, were kept clean during the tenancy. As a result of the Respondents failure in this respect the Applicant incurred costs of £2388.76 in instructing contractors to carry out necessary repairs and cleaning.
14. The Applicant is entitled to payment from the Respondent in the total sum of £4738.33. As at the date of this CMD the sum of £4738.33 remains due and owing by the Respondents to the Applicant in respect of arrears of rent incurred by the Respondents during the term of the tenancy between the parties and in respect of costs incurred by the Applicant in repairing and cleaning the Property and its fixtures and fittings after the tenancy had terminated,

Decision

Under rule 17(4) of the Procedure Rules the First-Tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.

The Tribunal accordingly granted an order for payment by the Respondent to the Applicant in the sum of £4738.33.

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.

Andrew Cowan

25th July 2025

Legal Member/Chair

Date