



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017

Chamber Ref: FTS/HPC/CV/23/1046

Re: Property at 1 Burnside Place, Coalburn, ML11 0LW (“the Property”)

Parties:

Mr Gary Millar, c/o Hamilton Citizens Advice Bureau, 67 Almada Street, Hamilton (“the Applicant”)

Mr Daniel Meikle, 118 Bellfield Road, Coalburn, Lanark, ML11 0LD, Mr Daryl Meikle, 32 Gilchrist Walk, Lesmahagow, ML11 0FQ & Mrs Karen Meikle, 118 Bellfield Road, Coalburn, Lanark, ML11 0LD (“the Respondents”)

Tribunal Member:

**Fiona Watson (Legal Member)
Ahsan Khan (Ordinary Member)**

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application is dismissed.

- **Background**

1. An application dated 30 March 2023 was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order against the Respondent in relation to (i) losses caused by damage to personal belongings by the Respondent and (ii) compensation for unlawful eviction by the Respondent, in relation to a private residential tenancy agreement.

- **The Case Management Discussions**

2. A Case Management Discussion took place on 3 July 2023, by conference call. The Applicant was represented by Mr Law of Hamilton Citizens Advice Bureau. The Respondent was personally present.
3. The Respondent submitted that the application should not have been raised against him as he is not an owner of the Property nor is he a party to the tenancy agreement. The Tribunal noted that the Property is owned by Daryl Meikle and Karen Meikle, who are the Respondent's son and wife. The Landlord named in the tenancy agreement is Daryl Meikle.
4. The Applicant's representative submitted that the Respondent is named on the local authority's landlord register as being the landlord to the Property and it is on that basis that the application has been raised against him.
5. The Tribunal noted that the application lacked any specification as to the losses incurred by the Applicant as regards damage to personal items, and contained no quantum regarding same. The Applicant's representative submitted that he had only recently received information from the Applicant regarding the items damaged and he is now in a position to provide specification on that.
6. The CMD was adjourned for the Applicant to provide the following information:
 - (i) A written statement setting out the legal basis upon which he considers he can pursue an application under Rule 111 against the Respondent, who is neither a heritable proprietor of the Property nor a party to the tenancy agreement;
 - (ii) Specification as to the Applicant's claim for damages to personal belongings, including (i) the value of the items sought and sum claimed (ii) a full inventory of the belongings the Applicant claims have been damaged and (iii) any receipts/photographic evidence where available.
7. Further CMDs were fixed thereafter on 6 November 2023 and 3 June 2024, both of which were postponed on the application of each party.
8. A further CMD took place on 13 September 2024 by conference call. On 9 September 2024, the Respondent (by email) had sought a postponement of the CMD, advising that he was required to attend a medical appointment. No evidence of said appointment was produced. The Applicant's representative, Mr Law of Hamilton CAB, attended the CMD. There was no appearance by or on behalf of the Respondent.
9. The Applicant's representative did not oppose the postponement request. The Tribunal noted that the application required to make progress. The Tribunal noted that in the written submission lodged by the Applicant's representative after the June CMD, a request was made for Daryl Meikle and Karen Meikle to be allowed to be brought into the proceedings as additional respondents, due to their ownership of the Property. The Tribunal agreed to this request.

Accordingly, the CMD was continued for service of the application to be made on the additional respondents, following addresses being provided by the Applicant for service. All parties were required to appear or be represented at the next CMD.

10. A further CMD took place on 24 January 2025 by conference call. Prior to the CMD, a copy of the application had been served on each of Daryl and Karen Meikle, and a written response was received from those parties, disputing the basis of the application. Mr Law of Hamilton CAB again appeared on behalf of the Applicant. The three Respondents appeared personally and represented themselves.
11. The Applicant's representative submitted that he had discussed the Respondent's written response with his client and confirmed that his client did not agree with a number of the statements made therein. The Applicant's representative submitted that there are two parts to the application, firstly, that of unlawful eviction and secondly, a claim for financial loss due to the loss of the Applicant's belongings. It was submitted that the unlawful eviction took place on 9 January 2022.
12. The Respondents submitted that Daniel Meikle was looking after the Property for his son, Daryl Meikle, whilst Daryl Meikle was on holiday. He was doing so on his son's instructions. It was denied that any unlawful eviction had been carried out and that the Applicant had vacated the Property by agreement. It had been agreed between the parties that the Applicant would vacate the Property in February 2022. The Applicant had been staying elsewhere for a number of weeks and due to the cold weather at that time, the Respondents were trying to get hold of him in order to ensure that pipes did not freeze. There were works to be carried out at the Property and scaffolding was put up to carry out these works, when the Applicant did not appear to be living there. The Applicant turned up at the Property with a van and removed some of his belongings. He told a neighbour that he would not be returning to the Property and that he had a girlfriend elsewhere he would be living with. The Respondents submitted that they put the rest of the belongings which had been left in the Property, in a shed located in their yard. These were later collected by two men with a van who said they had been paid by the Applicant to collect the remainder of his things.
13. The Respondents submitted that they have never been spoken to by the Police regarding the alleged eviction. The Respondents submitted that there was an outstanding utility bill due to Scottish Power of around £6,000 and Scottish Power keep contacting the Respondents to ask if they know the Applicant's whereabouts.
14. It was submitted that the claim for a lost sofa was not valid. It was submitted that the Respondents had loaned the Applicant a sofa as he said he was waiting on one being delivered, but he never returned the sofa to them. Photographs were lodged of Mrs Meikle and the sofa in her home. It was submitted that the Applicant had suffered no loss in this regard.

15. Given that matters were in dispute between the parties, the Tribunal fixed a date for an in-person hearing for evidence to be heard.

- **The Hearing**

16. A Hearing took place in person on 18 July 2025. The Applicant did not appear. Mr Law of Hamilton CAB again appeared on behalf of the Applicant and advised the tribunal that the Applicant, Mr Miller, had called him that morning and told him he was unwell. No further information could be provided and no medical evidence was lodged. Mr Law confirmed that he had instructions to proceed with the hearing in his client's absence, which would mean that no evidence would be led on behalf of the Applicant. All three respondents were personally present and represented themselves.

- **The Respondents' evidence**

17. The Respondents confirmed that they continued to dispute the basis of the application raised against them. They confirmed that they did not consider that there had been an unlawful eviction nor that the Applicant had suffered financial loss in relation to his household items.

18. The Respondents submitted that they had been trying to get hold of the Applicant as there had been a cold snap and they wanted to check the Property and make sure that there was no risk of pipes freezing. They could not get hold of the Applicant and Daryl Meikle tried to get hold of the Applicant's friend, Charles Daly, to see if he knew anything about the Applicant's whereabouts. He did not. The blinds had been closed in the house for weeks and the Respondents were concerned that the Applicant was not residing there. Daryl Meikle submitted that he had previously been corresponding with the Applicant via Facebook messenger but the Applicant had blocked him on that app, so he has been unable to produce the messages.

19. The Respondents submitted that there had been damage to the roof of the Property and they put scaffolding up on or around 9 January. Daniel Meikle confirmed that he runs his own building company. Two of his employees, William Perrie and Brian Bell attended at the Property to carry out the works. They advised that the Applicant had turned up in a white van and went into the Property and started emptying out the house and taking out appliances. The Respondents referred to written statements lodged as productions from Brian Bell, and from Grant Thompson who resides at 14 Mansfield, Colburn which is across the road from the Property. It was submitted that Mr Thomson knew the Applicant well and he came across and helped the Applicant put his belongings into the van. The Applicant had then advised Mr Perrie and Mr Thomson that they could skip the rest of his belongings as he had no more room in the van. It was submitted that the Applicant left the front door of the Property open with the keys in the door, and said that he would not be returning to the Property. It was confirmed that this was on 9 January 2023. The Respondents submitted that they took from those actions and statements of the Applicant that he had

no intention of returning to reside in the Property and that he had voluntarily terminated the tenancy agreement.

20. The Respondents submitted that the items on the Applicant's list claimed to be lost or damaged were not located within the Property after he had removed items in his van. The Respondents submitted that they had loaned the Applicant a sofa and that whilst this was included on his list, this did not belong to him. Photographs were referred to which showed the sofa in Mr and Mrs Meikle's property. The Respondents submitted that they collected the sofa which had been left in the Property and they put it in a shed on Mr Meikle's builder's yard as he did not want to pay for a skip. They placed the remaining items that the Applicant had left in the Property in that shed. It was submitted that this included a dishwasher and a cooker which had been provided with the Property and which did not belong to the Applicant.
21. The Respondents submitted that at a later date, the Applicant returned and retrieved some of the remaining items from the shed. The Applicant had contacted Mr and Mrs Meikle's other son, Lewis Meikle, to make arrangements for the collection. The Applicant took what he wanted and anything that was left in the shed was put into a skip. It was submitted that it took a couple of months for the Applicant to arrange this collection.
22. The Respondents submitted that they did not change the locks on the Property for approximately six weeks following the Applicant leaving same. They were required to fit a new front door to the Property as the existing one had been damaged beyond repair during the Applicant's tenancy. The Respondents submitted that they had had no communications from the Applicant since he left the Property, other than the arrangements he made with their son Lewis to collect the remaining items from the shed.
23. The Respondents submitted that there was an outstanding bill due by the Applicant to Scottish Power for over £6000 and that Scottish Power are trying to get in touch with the Applicant in relation to payment of same.
24. The Respondents submitted that they had known the Applicant since he was five years old. They had simply tried to do their best for him and help him out when he required somewhere to live. It was submitted that he left the Property in a terrible state and that they did not deserve that treatment, following the help that they had given him.

- **Findings in Fact**

25. The Tribunal made the following findings in fact:

- (i) The parties entered into a Private Residential Tenancy Agreement ("the Agreement") which commenced 1 October 2019;
- (ii) The Applicant terminated the Agreement on 9 January 2023 by way of leaving the keys in the front door and advising the Respondents' employees that he had cleared the Property and did not intend to return;

- (iii) The Applicant had cleared the Property of many of his belongings on or around 9 January 2023;
- (iv) Some weeks later the Applicant was given access to the Respondents' shed to retrieve any remaining items he wished to collect.
- (v) Any remaining items which had been in the Property at the time the tenancy terminated, and which had not been collected by the Applicant, were disposed of under the knowledge and agreement of the Applicant.

- Reasons for Decision

26. The Tribunal considered the evidence of the Respondents to be both credible and reliable. The Tribunal noted its disappointment and frustration that the Applicant had failed to appear at the Hearing, particularly given the long history of this application.
27. The Tribunal considered the documents which had been lodged by the Applicant in support of his application to be of limited evidential value. The Applicant had lodged a handwritten list of missing items with specific values next to each item. No corresponding evidence of proof of purchase by way of receipts or invoices was lodged, nor were any photographs lodged to show any of these items in the Property during the tenancy. The Applicant had lodged no evidence whatsoever that any of the belongings on the itemised list had ever been owned by him. The Tribunal considered that it could not attach any significant weight to that document. The Tribunal was not provided with any further evidence in person by the Applicant nor by any witnesses who could attest to the circumstances surrounding the end of the tenancy.
28. The Applicant's written statement of 21 July 2023 referred to the Applicant having suffered stress caused by the alleged illegal eviction, and for which he had been in contact with his GP. The Applicant had lodged no medical evidence in this regard nor was the Tribunal able to consider any evidence from the Applicant given his failure to appear.
29. Given the very limited documentary evidence lodged by the Applicant and his failure to appear at the Hearing to give evidence personally, the Tribunal was not satisfied that there was any evidential basis for the application before it. The Tribunal was satisfied with the evidence provided by the Respondents that they had acted reasonably in considering that the tenancy had been terminated voluntarily by the Applicant due to his own actions and statements to third parties, and therefore the Tribunal was not satisfied that there had been an illegal eviction, nor was the Tribunal satisfied that the Applicant had suffered any financial loss in relation to the alleged loss of household and personal items. Accordingly, the Tribunal dismisses the application in its entirety.

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.

F Watson

Legal Member

Date: 4 August 2025