



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/25/0929

Re: Property at 27 Kinnoull Place, Blantyre, Glasgow, G72 0BQ (“the Property”)

Parties:

Mrs Annette MacMillan, 54 Aberfeldy Avenue, West Craigs, Blantyre, Glasgow, G72 0TB (“the Applicant”)

Ms Pamela Cathie, Mr Patrick Logan, 5 Dean Crescent, Hamilton, ML3 8JH; 5 Dean Crescent, Hamilton, ML3 8JH (“the Respondent”)

Tribunal Members:

Shirley Evans (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondent in favour of the Applicant in the sum of FIVE THOUSAND AND SIXTY THREE POUNDS AND FORTY ONE PENCE (£5063.41) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondents.

Background

1. This is an action for damages raised in terms of Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy of a Private Residential Tenancy Agreement between the Applicant and Ms Cathie dated 13 March 2020 and signed by Mr Logan as Guarantor, an inventory and photographs dated 13 March 2020, an inspection report dated 22 March 2022 with email, an

inspection report and email dated 16 May 2022, an inspection report dated 31 May 2022, an email dated 1 June 2022, an inspection report dated 24 August 2022, an inspection report dated 13 June 2023, an inspection report dated 6 February 2024, an inspection report dated 23 September 2024, an email dated 21 November 2024 with an Exit Checklist, and an invoice from Mangerton Ltd dated 8 January 2025 for £5061.41.

3. On 30 April 2025 the Tribunal accepted the application under Rule 9 of the Regulations.
4. On 27 August 2025, the Tribunal enclosed a copy of the application and advised parties that a Case Management Discussion ("CMD") under Rule 17 of the Regulations would proceed on 15 October 2025. This paperwork was served on the Respondents by Andrew McLean, Sheriff Officer, Glasgow on 28 August 2025 and the Executions of Service were received by the Tribunal administration.

Case Management Discussion

5. The Tribunal proceeded with a CMD on 15 October 2025 by way of teleconference. The Applicant appeared and represented herself. Neither Respondent was not present or represented despite the Tribunal starting 5 minutes late to allow the Respondents time to join. The Tribunal was satisfied the Respondents had received notice under Rule 24 of the Regulations and accordingly proceeded in their absence.
6. The Tribunal had before it the Private Residential Tenancy Agreement between the Applicant and Ms Cathie dated 13 March 2020, the inventory and photographs dated 13 March 2020, the inspection report dated 22 March 2022 with email, the inspection report and email dated 16 May 2022, the inspection report dated 31 May 2022, the email dated 1 June 2022, the inspection report dated 24 August 2022, the inspection report dated 13 June 2023, the inspection report dated 6 February 2024, the inspection report dated 23 September 2024, the email dated 21 November 2024 and Exit Checklist, and the invoice from Mangerton Ltd dated 8 January 2025 for £5061.41. The Tribunal considered the terms of these documents.
7. The Tribunal noted that in terms of Clause 37 of the Tenancy Agreement Mr Logan agreed to guarantee all payments of rent, any other obligations under the Agreement and any other payments due to the Landlord which the Tenant is required to pay and that that liability continued after the Agreement had been terminated.

8. The Applicant advised the Tribunal that she was seeking payment of £5063.41 as per the invoice from Mangerton Ltd who had carried out works at the Property after the tenancy had ended. She explained it was evident from early on in the tenancy that the Property was not being looked after. She explained that she generally did two property inspections per annum. It was clear from the first inspection that there was a general issue with cleanliness at the Property, that the oven and hob had never been cleaned and presented as being a fire hazard, that the garden was overgrown, that plants had been pulled out and that there was rubbish strewn throughout the garden. The Applicant explained that Ms Cathie had small children. Nappies were strewn over the garden. The rubbish bins were overflowing and had been contaminated as nappies had not been disposed of properly. She had repeatedly raised issues with Ms Cathie throughout the tenancy following on her inspections.
9. The Applicant went on to explain that the tenancy had ended on the 12 December 2024. The Tribunal asked the Applicant to describe the state the Property was left in with reference to the photographs lodged with the application.
10. Ms McMillan pointed out that the photographs of the garden showed that rubbish was strewn everywhere. This had attracted rats to the garden. Eleven footballs were left in the garden together with a trampoline with a slide. The shed was full of rubbish including TVs, bags of rubbish and cardboard, which had not been disposed of properly.
11. The photographs of the entrance showed that there was mess and damage to the carpet. To the side of the entrance door there was a window with a grey blind which had been installed by the tenant. There was a shelf underneath that which had been pulled off and which was shown in the photograph as having a toilet brush left on it. The photographs showed the paint on the walls going up the stairs and on the hallway upstairs were covered in marks, writing and scribbles in all sorts of colours. The stair carpet was damaged and had not been cleaned.
12. The living room wall had been painted in a dark blue colour. Ms Cathie had not asked permission to paint the wall in this colour. The Applicant explained that what was not shown in the photographs was that the standard workmanship was awful and that there were paint drips everywhere on the floor etc. The fireplace shown in the photograph had just been abandoned. This was not in the tenancy at the start but had been installed by the tenant. The floor was filthy and had not been cleaned during the tenancy.

13. The Applicant went on to explain that the kitchen had been left in a filthy state. The top hob was covered in spillage and grease. The oven hood filter was covered in grease. The oven itself had never been cleaned. The kitchen cupboards had not been cleaned. The fridge freezer had not been cleaned or emptied and there were signs of mould growth and spillage.
14. The bathroom had been painted without approval. The Applicant pointed out that the wall had been damaged as was shown in the photograph. The bathroom was filthy. The bath area was covered in mould. The glass shower screen seal was black with mould and had to be disposed of. The bottom of the bath panel was also covered in mould and had to be thrown out.
15. The Applicant explained that there were three bedrooms in the Property. The master bedroom was to the back of the property. The Applicant referred the Tribunal to the photographs lodged which showed that two walls had been painted in grey and another in pink. There were signs of green paint on another wall with green paint on the radiator. Someone had painted a black stripe on another wall. The carpet in the master bedroom had been damaged and was stained.
16. The Applicant explained that the other two bedrooms were to the front of the house. The blinds had been damaged in one of the bedrooms. Sockets had been pulled out. There were spills on the carpets. There were scribbles on the walls.
17. The Applicant explained that when she had raised these issues with Ms Cathie during the course of the tenancy Ms Cathie explained that she was not prepared to clean the house.
18. The Tribunal referred the Applicant to the Inventory and photographs lodged which showed the state of the property at the start of the Tenancy on 13 March 2020. The Applicant explained that the Property had been professionally painted and cleaned before the start of the tenancy.
19. The Tribunal went through the terms of the tenancy agreement with the Applicant and noted the terms upon which the Applicant relied upon in the current action.

Findings in Fact

20. The Applicant and Ms Cathie entered into a Private Residential Tenancy Agreement on 13 March 2020.

21. Clause 16 of the Tenancy Agreement provided that Ms Cathie agreed to take reasonable care of the Property and any common parts, and in particular agreed to take all reasonable steps to ensure the Property and its fixtures and fittings were kept clean during the tenancy.

22. Clause 24 of the Tenancy Agreement provided:-

“The Tenant agrees that the signed Inventory and Record of Condition, [attached as Schedule 1 to this Agreement/ which will be supplied to the Tenant no later than the start date of the tenancy] is a full and accurate record of the contents and condition of the Let Property at the start date of the tenancy. The Tenant has a period of 7 days from the start date of the tenancy (set out above in the ‘start date of the tenancy’ section) to ensure that the Inventory and Record of Condition is correct and either 1) to tell the Landlord of any discrepancies in writing, after which the Inventory and Record of Condition will be amended as appropriate or 2) to take no action and, after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms.

The Tenant agrees to replace or repair (or, at the option of the Landlord, to pay the reasonable cost of repairing or replacing) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted, where this was caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property (see clause above on ‘Reasonable care’).

Items to be replaced by the Tenant will be replaced by items of equivalent value and quality”.

23. Clause 27 of the Tenancy Agreement provided:-

“The Tenant agrees not to make any alteration to the Let Property, its fixtures or fittings, nor to carry out any internal or external decoration without the prior written consent of the Landlord.”

24. Clause 29 of the Tenancy Agreement provided:-

“The Tenant will maintain the garden in a reasonable manner.”

25. Clause 31 of the Tenancy Agreement provided:-

“The Tenant agrees to dispose of or recycle all rubbish in an appropriate manner and at the appropriate time. Rubbish must not be placed anywhere in the common stair at any time. The Tenant must take reasonable care to ensure that the rubbish is properly bagged or recycled in the appropriate container. If rubbish is normally collected from the street, on the day of collection it should be put out by the time specified by the local authority. Rubbish and recycling containers should be returned to their normal storage places as soon as possible after it has been collected. The Tenant must comply with any local arrangements for the disposal of large items.”

26. Mr Logan signed the tenancy agreement as Guarantor. Clause 37 of the tenancy agreement provided:-
“The Guarantor guarantees all payments of rent, any other obligations under this Agreement, and any other payments due to the Landlord which the Tenant is required to pay under this Agreement, and liability continues in respect of any payment due but not paid even after the termination of this Agreement or any alteration to this Agreement”.
27. The Property was in a clean and tidy condition at the start of the tenancy on 13 March 2020. It had been professionally cleaned and freshly painted.
28. The Applicant inspected the Property throughout the tenancy and had brought the condition of the Property including its state of cleanliness to the attention of Ms Cathie. The condition of the tenancy did not improve.
29. The tenancy terminated on 12 December 2024. Ms Cathie left the Property in a filthy condition.
30. Ms Cathie had left rubbish strewn all over the garden. Rubbish had not been bagged or disposed of properly. Ms Cathie had failed to clear the shed out of her possessions. The garden was overgrown. Plants had been removed. She is in breach of Clauses 29 and 31 of the tenancy agreement.
31. Internally Ms Cathie had failed to clean the Property. The floors were filthy. The kitchen oven, hob, and cupboards had not been cleaned. The fridge/freezer had not been emptied, had not been defrosted and showed signs of spillage and mould. The bathroom was filthy and had signs of mould growth. The walls throughout the Property were covered in marks, writing and scribbles. Ms Cathie had painted walls in the living room, bathroom and bedrooms without seeking permission to do so. She had damaged the carpets and blinds throughout. She is in breach of Clauses 16 and 27 of the tenancy agreement.
32. After termination of the tenancy the Applicant arranged for the Property to be cleared, cleaned and repairs and replacements carried out by Mangerton Ltd, all of which should have been carried out by Ms Cathie at termination. The Applicant paid Mangerton Ltd £5063.41 and has incurred a loss due to Ms Cathie's failure to carry out her contractual obligations.
33. Ms Cathie is obliged to repay the Applicant £5063.41 in terms of Clause 24 of the tenancy agreement.
34. Mr Logan is obliged to pay £5061.41 in terms of Clause 37 of the tenancy agreement.

Reasons for Decision

35. The Tribunal considered the terms of the application together with the documents lodged by the Applicant and the submissions made by the Applicant at the CMD.
36. The Tribunal was satisfied that the Applicant had presented very clear evidence that Ms Cathie had not complied with her tenancy obligations to keep the Property clean and tidy throughout the tenancy and that Ms Cathie had left possessions in the Property at the end of the tenancy, had not left the Property in a clean state and had failed to take reasonable care of the Property resulting in damage to the walls and fixtures and fittings including the carpets. It was reasonable for the Applicant to employ a third party to remedy Ms Cathie's failures, the cost of which Ms Cathie and Mr Logan as Guarantor are obliged to pay.
37. Neither Respondent had engaged with the Tribunal process. In the circumstances the Tribunal accepted the Applicant's submissions as being credible and reliable particularly when they were evidenced by the inspection reports and photographs lodged. The Applicant is accordingly entitled to an order for payment against the Respondents.

Decision

38. The Tribunal award a payment order of £5063.41 against the Respondents in favour of the Applicant.

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.

Shirley Evans

15 October 2025

Legal Chair

Date

