



**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/25/0987

**Re: Property at Dovesdale Farm, Carlisle Road, Stonehouse, Lanarkshire,, ML9
3PR (“the Property”)**

Parties:

**WM Hamilton & Sons Limited, Dovesdale Farm, Carlisle Road, Stonehouse,
ML9 3PR (“the Applicant”)**

**Mr Allister Antosik, Mrs Tonnii or Tonni Antosik, 32 COLLIERY LANE,
WHITBURN, BATHGATE, EH47 0SU; 32 COLLIERY LANE, WHITBURN,
BATHGATE, EH47 0SU (“the Respondent”)**

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents are liable to pay the Applicant the sum of Twelve thousand seven hundred and eighty two pounds and sixteen pence (£12,782.16) Sterling under the terms of the tenancy agreement between the parties.

The Tribunal therefore made an order for payment in the sum of £12,782.16 with interest at the rate of eight per cent per annum from the date of this decision until payment.

Background

- 1 This is an application for a payment order under rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”). The Applicant sought to recover rent arrears and costs arising from a private residential tenancy in the sum of £12,782.16.

- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 15 October 2025. The Tribunal gave notice of the parties under rule 17(2) of the Rules. Said notice was served upon the Respondents by sheriff officers on 1 September 2025.
- 3 Both parties were invited to make written representations no later than 17 September 2025. No written representations were received from either party.

The CMD

- 4 The CMD took place on 15 October 2025 by teleconference. The Applicant was represented by Mrs Saddiq, Solicitor of MM Legal. The Respondents did not join the call. Mrs Saddiq advised that the Applicant had been trying to contact them to no avail. The Tribunal noted that the Respondents had been given notice of the CMD under rule 17(2) of the Rules. The Tribunal therefore delayed the start time of the CMD for a short period before determining to proceed in their absence.
- 5 The Tribunal had the following documents before it:-
 - (i) Form F application form;
 - (ii) Title sheet confirming the Applicant’s ownership of the let property;
 - (iii) Excerpt from the online landlord register confirming the Applicant’s landlord registration;
 - (iv) Private residential tenancy agreement between the parties;
 - (v) Check in report dated 12 September 2023;
 - (vi) Check out report dated 11 March 2024;
 - (vii) Demand letter issued to the Respondents dated 27 May 2024 with accompanying evidence of damage to property, including invoices for costs;
 - (viii) Rent statement; and
 - (ix) Land Certificate WLN55529 confirming the Respondents’ ownership of 32 Colliery Lane, Whitburn, Bathgate.
- 6 Mrs Saddiq referred to the application paperwork and confirmed that the Applicant sought an order for payment in the sum of £12,782.16 together with interest at the rate of 8% per annum from the date of decision until payment, as per the terms of the tenancy agreement.

Findings in fact and law

- 7 The Applicant is the owner and landlord, and the Respondents were the tenants, of the property in terms of a private residential tenancy agreement.
- 8 The tenancy between the parties terminated on 11 March 2024.
- 9 As at the date of termination rent arrears in the sum of £1246.19 were outstanding.

- 10 Following the termination of the tenancy the Applicant incurred costs in restoring the property to a reasonable condition due to the Respondents' fault or neglect. In particular, the Applicant required to dispose of refuse and items left by the Respondents, carry out cleaning, replace carpets, refill fuel tanks, carry out painting and repair blinds. The damage caused by the Respondents went beyond fair wear and tear.
- 11 The Applicant incurred costs amounting to £10,444.37 following deduction of the tenancy deposit which was returned to the Applicant by the deposit scheme. The Respondents are responsible for the Applicant's costs under clause 18 of the tenancy agreement.
- 12 The Applicant has also incurred costs in pursuing the Respondents for the outstanding debt in the sum of £1091.60.
- 13 The Respondents are liable to pay the Applicant the sum of £12,782.16 under the terms of the tenancy agreement between the parties.

Reasons for decision

- 14 The Tribunal took into account the documentary evidence before it and submissions from Mrs Saddiq at the CMD in reaching its decision. The Tribunal considered it could make relevant findings in fact in order to reach a decision in the absence of the hearing under rule 18 of the Rules as there was no contradictory evidence before the Tribunal. The Respondent had not sought to challenge any of the information provided by the Applicant, which was clear and consistent.
- 15 The Tribunal therefore accepted that the Respondent is liable to pay the Applicant the sum of £12,782.16 under the terms of the tenancy agreement between the parties. The Applicant's claim was supported by the invoices produced, the inventory reports, and the rent statement confirming the balance outstanding at the termination of the tenancy.
- 16 The Tribunal therefore determined to make an order for payment in the sum of £12,782.16. The Tribunal further determined to exercise its discretion under rule 41A of the Rules and award interest at the rate of 8% per annum from the date of decision until payment, which is in accordance with the terms of the tenancy agreement.

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

Legal Member/Chair

Date 15 October 2025