



**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/24/4168

Re: Property at 71 Kingsheath Avenue, Glasgow, G73 2DG (“the Property”)

Parties:

Miss Emma Lyons, 9 Calcio Road, Newton Mearns, G77 6GA (“the Applicant”)

Miss Lillian Parsons, UNKNOWN, UNKNOWN (“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 that the Respondent is liable to pay the sum of Six thousand one hundred and fifty five pounds and forty three pence (£6155.43) Sterling to the Applicant under the terms of the tenancy agreement between the parties.

The Tribunal therefore made an order for payment in the sum of £6155.43.

Background

- 1 This is an application for a payment order under section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 and rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”). The Applicant sought a payment order in respect of unpaid rent and damages arising from a private residential tenancy.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 2 October 2025. The Tribunal gave notice of the CMD to the parties. Said notice was served upon the Respondent by advertisement on the Tribunal website under rule 4A of the Rules as her whereabouts are unknown.

- 3 Both parties were invited to make written representations in advance of the CMD. No written representations were received by the Tribunal.

The CMD

- 4 The CMD took place on 2 October 2025 by teleconference. The Applicant was represented by Miss Lesley Martin of Hemmings Home. The Respondent did not join the call. The Tribunal noted that she had been given notice of the CMD under rules 4A and 17(2) of the Rules. The Tribunal therefore delayed the start time of the CMD for a short period before determining to proceed in her 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 property;
 - (iii) Excerpt from the online landlord register confirming the Applicant's landlord registration;
 - (iv) Application for service by advertisement together with negative trace report from sheriff officers;
 - (v) Private residential tenancy agreement between the parties;
 - (vi) Rent statement; and
 - (vii) Copy invoices.
- 6 The Tribunal heard submissions from Miss Martin on the application. She confirmed that the Applicant sought a payment order in the sum of £6155.43 in respect of rent arrears and damages. There had been no contact from the Respondent and no payments. It had been difficult to engage with the Respondent during the tenancy.

Findings in fact

- 7 The Applicant is the owner and landlord, and the Respondent was the tenant, of the property in terms of a private residential tenancy agreement.
- 8 The tenancy between the parties terminated on 10 September 2024.
- 9 As at the date of termination rent arrears in the sum of £750 had accrued.
- 10 Following the termination of the tenancy the Applicant incurred costs in restoring the property to a reasonable condition due to the Respondent's fault or neglect. In particular, the Applicant required to dispose of refuse and items left by the Respondent, carry out cleaning, replaster walls and replace damaged doors and flooring. The damage caused by the Respondent went beyond fair wear and tear.
- 11 The Respondent is responsible for the Applicant's costs in the sum of £5405.43 under clause 18 of the tenancy agreement.

Reasons for decision

- 12 The Tribunal took into account the documentary evidence before it and submissions from Miss Hemphill 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.
- 13 The Tribunal therefore accepted that the Respondent is liable to pay the Applicant the sum of £6155.43 under the terms of the tenancy agreement between the parties. The Applicant's claim was supported by the invoices produced and the rent statement confirming the balance outstanding at the termination of the tenancy.
- 14 The Tribunal therefore determined to make an order for payment in the sum of £6155.43.

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

2 October 2025

Legal Member/Chair

Date