



**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) 2016 Act**

Chamber Ref: FTS/HPC/CV/25/1403

Re: Property at 42 Hayfield Terrace, Denny, Stirlingshire, FK6 5LA (“the Property”)

Parties:

Judith Mackay-Solanki, Dhirendra Solanki, 50 Laxdale Drive, Denny, Stirlingshire, FK6 5PR (“the Applicants”)

James Russell, Margaret Deveney, 39 Milton Row, Dunipace, Denny, FK6 6ND (“the Respondents”)

Tribunal Members:

Joel Conn (Legal Member)

Decision (in absence of the Respondents)

Background

1. This is an application by the Applicants for civil proceedings in relation to a private residential tenancy in terms of rule 111 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the Rules”), namely an order for payment in respect of sums due for rent arrears (though there was a subsequent amendment to add in a claim for damages related to the condition of the Property) under a PRT. The PRT in question was by the Applicants to the Respondents commencing on 2 November 2024.
2. The application was dated 1 April 2025 and lodged with the Tribunal on that day. The application sought payment of arrears of £1,442 though the sum sought was subsequently amended.
3. Prior to the case management discussion (“CMD”) further submissions and documents were lodged by the Applicants, along with attempted lodging of other documents in formats which the Tribunal was not able to access. The

Respondents thereafter replied to the application and the Applicants' further documents, with much of their response also being in formats which the Tribunal could not access. What could be seen in the Applicants' further documents was an intention to amend the sum sued for, both to alter the amount of rent arrears and to add further claims in damages.

4. On 12 September 2025 a Notice of Direction was issued providing both parties until 23 September 2025 to lodge any documents that they relied upon in accessible formats, as well as directly confirm the dates that they each said rent was due until (and their calculation of any arrears). The Applicants were provided with the same deadline to provide a clear and consolidated amendment for consideration.
5. On 17 September 2025, the Applicants provided their proposed amendment and the productions they relied upon. In this they confirmed that they sought the following:
 - a. Arrears of rent to a termination date of 9 April 2025 totalling £1,029.15, being:
 - i. £721 for rent for the month commencing 28 February 2025; and
 - ii. £308.15 being a pro-rated rent for 28 March to 9 April 2025.The application papers included a Tenancy Agreement between the parties stating at clause 7 that rent was £721.00 per month payable in advance on the 28th of each month.
 - b. Costs for clearance of belongings of the Respondents, cleaning and repairs, totalling £500.00. This was supported by an invoice by Ecosse Plumbing Heating Gas Services dated 30 April 2025.
 - c. Costs for skip hire of £205.00 plus VAT (£246.00). This was supported by an invoice from Foundry Steels Ltd for that amount dated 30 April 2025; and
 - d. The cost of a replacement part for a washing machine of £35.98 (including delivery costs). This was supported by the screenshot of an order from Hotpoint.This was accompanied with photographs said to show the condition of the Property after the Respondents had vacated, including bags of refuse and other apparent issues with the cleanliness of the Property. There was also a photograph of a crack on the top of a washing machine and the panel of the bath removed.
6. The Respondents had materially responded to the issues of the condition of the Property in earlier correspondence, principally with evidence of seeking bulk uplifts from Falkirk Council. On 22 September 2025, in response to the Notice of Directions, they provided brief further submissions vouching a vacating date of 9 April 2025 and calculating the arrears of rent as £934.34, being:
 - a. £721 for rent for the month of "March 2025"; and
 - b. £213.33 being a pro-rated rent for 1 to 9 April 2025.

The Hearing

4. The matter called for a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 30

September 2025 at 14:00. I was addressed by the Applicants, though principally the first named Applicant provided the submissions. There was no appearance from either of the Respondents.

5. I was informed by the clerk that no contact had been received from the Respondents (or on their behalf) with the Tribunal since their last email of 22 September 2025. Having not commenced the CMD until around 14:15, and having then confirmed that the Applicants wished to proceed with their application, to include the motion to amend, I requested that the clerk attempt to contact the Respondents. The clerk did so and he succeeded in speaking with both. Each said that they were at work, that they had been unaware of the calling of the CMD, and that they were unable to join the conference call.
6. I noted that a Sheriff Officer on behalf of the Tribunal had intimated the application (including the CMD date and time) in normal fashion upon each of the Respondents on 19 August 2025. The Respondents had then engaged with the application, at least to the extent of engaging with the Applicants' further emails regarding the condition of the Property, and had also engaged with the Notice of Direction. The terms of the Notice of Direction also made reference to the CMD being on 30 September 2025. In all the circumstances, and in consideration that I had material written submissions from the Respondents, I proceeded with the CMD in their absence.
7. I considered the motion to amend. I noted that though the final version was not lodged until 17 September and not crossed-over to the Respondents until 22 September, the issues regarding condition had been long intimated by the Applicants upon the Respondents and engaged with. Though there was a clear opposition to the damages claim, there was no apparent opposition to the amendment itself. I granted the amendment.
8. In consideration of the amended claim, I noted that parties were agreed on the monthly rent and the daily rate for any pro-rated period. They were further agreed that rent was due until 9 April 2025, and that the last full month of rent had not been paid. They differed only on the number of days between the end of the last full month and 9 April 2025. I noted no submissions from the Respondents as to why the terms of the Tenancy Agreement should not be followed.
9. In regard to the damages figure, the Applicants relied upon the photographs provided, appearing to show variously:
 - a. The bath panel lying to the side of the bath (which, in their oral submissions, the Applicants attributed to attempts by the Respondents to unblock the bath when it was clogged);
 - b. A crack in the top of the washing machine (which, in their oral submissions, the Applicants stated was two years old);
 - c. Bags of refuse left at the rear door of the Property, within the Property's garden area;
 - d. Over-flowing wheelie bins;
 - e. Dog mess in the garden;
 - f. A plant pot with a large number of cigarette butts;

- g. Items left in a garage;
 - h. General wants of cleaning and tidying, such as a badly stained toilet and seat, and items left lying around the Property and its garden; and
 - i. Stained carpets within the Property (which, in their oral submissions, the Applicants stated included areas in an upstairs bedroom that appeared to be stained due to dog urine).
10. In the Respondents' written submissions, there was little engagement with the cleanliness issues. They disputed the panel of the bath was out of place but did not address the photograph which appeared to show this. They submitted that the bins were ready for collection in normal fashion, and that they had further sought bulk uplift collections.
 11. In response to this, the Applicants provided written and oral submissions that the bins were left within the Property, so were not placed out on the street for regular collection, and that none of the items left within the garden fell within the category of items that Falkirk Council would collect in a bulk uplift. They provided evidence from the council's website and highlighted that items in bin bags could not be collected in a bulk uplift. The Applicants submitted that it was necessary for them to engage their own contractors to clear and clean the Property due to the condition of the Property and the amount of waste left within the Property and its garden.
 12. No motion was made for expenses. The Applicants sought interest at 8% being the judicial rate, there being no contractual rate.

Findings in Fact

13. The Applicants let the Property as a Private Residential Tenancy to the Respondents under a lease with commencement on 2 November 2024 ("the Tenancy").
14. In terms of clause 7 of the Tenancy Agreement, the Respondents required to pay rent of £721 a month in advance on the 28th day of each month.
15. The Tenancy terminated on 9 April 2025 further to a Notice to Leave by the Applicants dated 18 November 2024, and the Respondents leaving after its expiry. The date of final vacating was 9 April 2025.
16. The Respondents were in rent arrears as of the conclusion of the Tenancy of £1,029.15 comprising of £721 for rent for the month commencing 28 February 2025; and £308.15 being the pro-rated rent for 28 March to 9 April 2025.
17. The arrears balance of £1,029.15 remains due as of 30 September 2025.
18. In terms of clause 16 of the Tenancy Agreement, it was agreed that:
 - ... The Tenant agrees to take reasonable care of the Let Property and any common parts, and in particular agrees to take all reasonable steps to: ...*
 - ensure the Let Property and its fixtures and fittings are kept clean during the tenancy ...*

19. In terms of clause 23 of the Tenancy Agreement, it was agreed that:
... The Tenant agrees to remove all of his or her belongings when the Tenancy ends. The Tenant's belongings may include personal effects, foodstuffs and consumables, belongings, and any other contents brought in to the Let Property by the Tenant. ...
20. In terms of clause 24 of the Tenancy Agreement, it was agreed that:
... The Tenant agrees to cultivate the garden in a reasonable manner throughout the Agreement according to the season of the year. Where the Tenant fails to maintain the garden in a reasonable manner and the Landlord incurs costs in bringing the garden up to a reasonable standard at the termination of the Agreement, the Tenant will be liable for said costs....
... The Tenant will be responsible for meeting all reasonable removal and/or storage charges incurred by the Landlord when belongings are left in the Let Property. ...
21. In terms of clause 36 of the Tenancy Agreement, it was agreed that:
...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...
22. The Tenant breached the said clauses of the Tenancy by, amongst other things:
- a. Leaving the panel of the bath removed and unfixed;
 - b. Causing a crack in the top of the washing machine;
 - c. Leaving the Property and its garden area untidy and unclean, and failing to remove all their belongings, including:
 - i. Leaving over-flowing wheelie bins;
 - ii. Leaving piles of refuse, bagged and unbagged, in the garden;
 - iii. Leaving dog mess in the garden;
 - iv. Leaving numerous cigarette butts within the garden;
 - v. Leaving uncollected items in the garage, attic and garden; and
 - vi. Staining carpets within the Property, in particular an upstairs bedroom.
23. Further to the Respondent's said breaches of the Tenancy Agreement, the Applicants incurred costs of:
- a. Clearance of belongings of the Respondents, cleaning and repairs to the bath and washing machine, totalling £500.00.
 - b. Skip hire of £246.00.
 - c. A replacement part for the washing machine of £35.98.
24. The said sums of £781.98 were reasonably incurred by the Applicants further to the Respondents' breaches of the Tenancy Agreement.

25. A Sheriff Officer instructed by the Tribunal provided sufficient intimation to the Respondents on 19 August 2025 of the date and time of the CMD.

Reasons for Decision

26. The application was in terms of rule 111, being an order for civil proceedings in relation to a PRT. I was satisfied, on the basis of the application and supporting papers, and the CMD submissions, that as of today there were rent arrears, plus sums due in damages, all totalling £1,811.13. I was satisfied that the sums sought in arrears were correctly calculated and the figure sought in damages was reasonable.
27. I noted that there was a dispute to the order sought within the Respondents' submissions but:
- a. In regard to rent arrears, there was no argument advanced as to why the plain reading of the Tenancy Agreement was not the correct one, and that the pro-rated rent was due from 28 March to 9 April 2025 and not from 1 to 9 April 2025.
 - b. In regard to the costs of cleaning, there was no obvious defence and the photographs showed wants of cleaning.
 - c. In regard to the costs of uplift of items, there appeared to be multiple items left other than in the pile of refuse or the overflowing wheelie bins. There was no obvious defence to the need for some clearance costs at least. Further, in regard to the pile of refuse and overflowing wheelie bins, the Respondents were under an obligation to remove their belongings and put out rubbish for collection. There was no obvious defence for their failure to do so. Even if they genuinely believed that the local authority would clear it all, it was not done and responsibility for that failure falls upon the Respondents who had the contractual obligation to clear.
 - d. In regards to the damage to the bath and washing machine, there was no obvious defence other than a denial. The photographs showed there were wants of repair.
28. I was thus satisfied that the necessary level of evidence for these civil proceedings had been provided for an order of £1,811.13. The Procedure Rules allow at rule 17(4) for a decision to be made at CMD as at a hearing before a full panel of the Tribunal. On the basis of the information held, I was thus satisfied to grant an order for payment at this time.

Decision

29. In all the circumstances, I was satisfied to make the decision to grant an order against the Respondents for payment of £1,811.13 with interest from today's date at 8% per annum.

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.

J Conn

Legal Member/Chair

Date 30th September 2025