



Decision with Statement of Reasons 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 (Procedure) Regulations 2017, as amended (“the Regulations”)

Chamber Ref: FTS/HPC/CV/25/2571

Re: Property at 86 Tillycairn Drive, Garthamlock, Glasgow, G33 5AF (“the Property”)

Parties:

Andrew Newman Limited, 14 West Mains Crofts, West Calder, EH55 8FL (“the Applicant”)

Mr Charlie Nicol, 34a Gilbertfield Street, Glasgow, G33 3TG (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent in the sum of £6,252.53 should be made in favour of the Applicant.

Background

1. By application received on 13 June 2025, the Applicant applied to the Tribunal for an order for payment of rent arrears of £3,752.53 plus £2,500 in respect of alleged property damage, cleaning and decoration costs against the Respondent. The total sum sought was £6,252.53. Supporting documentation was submitted in respect of the application, including a copy of the Tenancy Agreement, a Rent Statement, an Inventory/‘check-in’ Report, a ‘check out’ Report and some copy invoices.
2. Following initial procedure, on 7 August 2025, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.

3. A Case Management Discussion (“CMD”) was fixed for 9 December 2025. The application and details of the CMD scheduled were served on the Respondent personally by Sheriff Officer on 21 October 2025. In terms of said notification, the Respondent was given an opportunity to lodge written representations, but none were lodged prior to the CMD.

Case Management Discussion

4. The CMD took place on 9 December 2025 at 11.30am, at which the Applicant was represented by Mr Andrew Newman. The Respondent did not attend, although the Tribunal delayed the commencement of the CMD for 5 minutes to give him an opportunity to join late.
5. Following introductions and introductory comments by the Legal Member, she explained the purpose of the CMD.
6. Mr Newman then addressed the Tribunal on the application and answered a number of questions. He confirmed that the sum of £6,252.53 was still sought and that there have been no further payments made by the Respondent since the date of the Rent Statement lodged with the Tribunal. It was noted that the final months’ rent had been apportioned on the statement to cover the period to 26 May 2025, which Mr Newman confirmed was the date the Respondent had vacated and the tenancy had ended. The Legal Member enquired as to what had happened with the tenancy deposit of £975 mentioned in the tenancy agreement as this was not included in the rent statement. Mr Newman checked the position and advised that he has not received the tenancy deposit back from the tenancy deposit scheme as yet. He confirmed he would check the position with his letting agent as to whether it has been claimed back as yet and what is happening with it. He confirmed that it should not be shown as a credit in the rent statement as yet and therefore deducted from the amount sought in this application, as the deposit appears to remain with the scheme at the present time. He explained that the arrears dated back to not long after the tenancy started but that the Respondent had been continuing to make payments until January 2025 when they suddenly stopped and no further payments were made.
7. As to the other costs sought from the Respondent, reference was made to the supporting documentation lodged, including invoices in respect of work done. Mr Newman explained that he had required to bring the Property up to a saleable condition to put it on the market and that a sale is currently underway. He stressed that this had involved less work being required than if he had decided to let it out again to another tenant. The work needed had still been extensive and included a full clean throughout, replacement of a smoke detector which had been pulled off the ceiling, removal of furniture which had been left both inside and outside, removal of rubbish which the local authority refused to uplift as it had not been sorted for recycling in the manner required, gardening works as the gardens were very overgrown, oil leaks on the driveway which required removing and replacing some of the stones, damage to multiple

doors, replacement locks and keys, replacement carpets and decoration of walls which had been damaged and marked. Mr Newman thinks that some of the damage had been inflicted maliciously by the Respondent. Mr Newman confirmed that Notice to Leave had been served on the Respondent on the basis of the rent arrears and that the Respondent had immediately served notice himself in response. He had then just taken what he wanted from the Property and left, leaving it needing extensive renovation works. Mr Newman confirmed that there has been no contact from the Respondent since he left the Property.

Findings in Fact

1. The Applicant is the owner and was the landlord of the Property.
2. The Respondent was the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 21 June 2022.
3. The tenancy ended on or around 26 May 2025, when the Respondent vacated the Property.
4. The rent due in respect of the tenancy was originally £825 per calendar month but had been increased during the tenancy to £900.
5. There was a background of rent arrears but payments continued being made until January 2025, following which no further payments were made.
6. The last payment to the rent account was £900 on 27 January 2025.
7. Arrears amounted to £3,752.53 when the tenancy ended and this remains the arrears balance outstanding.
8. The Respondent has incurred additional costs amounting to £2,500 in bringing the Property back up to a saleable condition, following the Respondent vacating the Property.
9. The Respondent had left the Property in a poor condition and the Applicant required to have works carried out in respect of repair and replacement, decoration, clearance and uplift, cleaning and gardening.
10. The Respondent had been called upon to make payment of the rental arrears or enter into a satisfactory payment arrangement but had failed to do so.
11. The tenancy deposit of £975 has not yet been released by the tenancy deposit scheme to the Applicant, but if released/party released to the Applicant, the relevant sum will be deducted from the amount owed by the Respondent.

12. The sum of £6,252.53 is due and resting owing to the Applicant by the Respondent in respect of unpaid rent and repair and other costs arising from this tenancy.

13. The Respondent did not oppose this application or attend the CMD.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation lodged by the Applicant and to the oral representations at the CMD by Mr Newman of the Applicant company.
2. The Tribunal found that the application was in order, that rent arrears of £3,752.53, plus repair and associated costs of £2,500, totalling £6,252.53 had been correctly calculated, justified and were owing by the Respondent. It was noted that the tenancy deposit of £975 had not yet been recovered by the Applicant from the relevant tenancy deposit scheme. The Tribunal took the view that this did not accordingly require to be deducted from the sum claimed, which was currently owing. However, it was noted that the Applicant was aware that any sum recovered from the tenancy deposit in due course will require to be applied to and deducted from the outstanding balance owed by the Respondent.
3. The Tribunal had no material before it to contradict the Applicant's position nor to advance any arguments on behalf of the Respondent in respect of either the rent arrears or other costs claimed. The Respondent had been properly and timeously notified of this application and had not opposed it, lodged any written representations nor attended the CMD. The Tribunal accordingly determined that an order for payment in the amount sought could properly be granted at the CMD and that there was no need for an adjournment to an Evidential Hearing.

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.

Nicola Weir

9 December 2025

Legal Member/Chair

Date