



**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/25/2293

**Re: Property at 2F2 58/6 Broughton Road, Broughton, Edinburgh, EH7 4EF
("the Property")**

Parties:

Ms Kirsty Allan, 21 Coales Gardens, Market Harborough, Leicestershire, LE16 7NY ("the Applicant")

Ms Dennie Addison, 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 and forty six pounds and sixty pence (£6046.60) 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 £6046.60.

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 and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 ("the 2016 Act"). The Applicant sought a payment order in the sum of £6046.60 against the Respondent in respect of unpaid rent and damages arising from the private residential tenancy between the parties.
- 2 The application was referred to a case management discussion ("CMD") to take place by teleconference on 14 January 2026. The Tribunal gave notice of the CMD to the parties under Rule 17(2) of the Rules. Said notice was served on

the Respondent by advertisement on the Tribunal's website as her whereabouts could not be located.

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

The CMD

- 4 The CMD took place on 14 January 2026 by teleconference. The Applicant was represented by Mr James Sloan of DJ Alexander Sales and Lettings. The Respondent did not join the call. The Tribunal delayed the start time of the CMD for a short period before determining to proceed in her absence, having been satisfied that she had been given proper notice of the CMD under Rules 6A and 17(2) of the Rules.
- 5 The Tribunal had before it the Form F application, application for service by advertisement with accompanying trace report, a copy of the tenancy agreement between the parties, rent statement, spreadsheet of end of tenancy charges, and invoices. The Tribunal also had a copy of the title deeds for the property and proof of the Applicant's landlord registration.
- 6 The Tribunal heard submissions from Mr Sloan. He confirmed that the Applicant was seeking an order for payment in the sum of £6046.60. The sum was comprised of rent arrears in the sum of £4650.92 and damages in the sum of £1395.68. The Applicant had attempted to trace the Respondent but had been unsuccessful. The Respondent had not made any proposals for payment nor had she provided a forwarding address.

Findings in fact

- 7 The Applicant is the owner and landlord, and the Respondent was the tenant, of the property under a private residential tenancy agreement.
- 8 The tenancy between the parties terminated on 3 January 2025.
- 9 The Respondent failed to pay rent as agreed. As at the date of termination rent arrears in the sum of £4650.92 were outstanding.
- 10 The Applicant incurred costs in restoring the property to a reasonable condition following the termination of the tenancy. In particular, the Applicant carried out cleaning, removed rubbish and items left by the Respondent, carried out a lock change, and carried out repairs to furniture and fixtures. The Applicant incurred costs in the sum of £1395.68.
- 11 Despite repeated requests the Respondent has refused or delayed in making payment of the sums due.

Reasons for decision

- 12 The Tribunal was satisfied that it could make relevant findings in fact to reach a decision on the application following the CMD based on the documentary evidence and submissions on behalf of the Applicant. The Respondent had not presented any evidence to contradict the documents submitted by the Applicant and had not sought to oppose the application.
- 13 The Tribunal therefore accepted that the Respondent is liable to pay the sum of £6046.60 to the Applicant under the terms of the tenancy agreement between the parties and made an order for payment in that sum.

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

19 January 2026

Legal Member/Chair

Date