



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/25/2699

Re: Property at 4/3 Melville Street, Edinburgh, EH3 7JA (“the Property”)

Parties:

Mr Scott Park, Mrs Claire Park, 5 Comely Bank, Edinburgh, EH4 1AN (“the Applicant”)

Mr Jonathan Collins, unknown, unknown (“the Respondent”)

Tribunal Members:

Ms H Forbes (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 should be granted in favour of the Applicant in the sum of £16,309.79 with interest thereon at the rate of 4% per annum from the date of the decision to the date of payment.

Background

1. This is a Rule 111 application whereby the Applicant was initially seeking an order for payment in the sum of £15,026 in respect of rent arrears, together with interest at the rate of 4% per annum. The Applicant representative lodged a copy of a private residential tenancy agreement between the parties in respect of the Property, which commenced on 1st February 2022 at a monthly rent of £2,350. The Applicant representative lodged a rent statement.
2. By email dated 26th September 2025, the Applicant representative lodged an application for Service by Advertisement together with a negative trace report, stating that the Respondent had vacated the Property. The Applicant representative also lodged correspondence between the parties, whereby the Respondent stated that he did not have a fixed address.
3. Service by Advertisement upon the Respondent was carried out on the website of the First-tier Tribunal for Scotland Housing and Property Chamber from 12th November 2025 to 8th January 2026.

4. By email dated 22nd December 2025, the Applicant representative applied to amend the sum sought to £16,309.79, which comprised £15,241.68 rent arrears and £1068.11 in respect of damage to the Property following the end of the tenancy. The Applicant representative lodged vouching, an amended rent statement, check-in and check-out reports, and further communication between the parties.
5. On the morning of 8th January 2026, the date of the Case Management Discussion, an email was received from the Respondent's email address purporting to be from the Respondent's family and disclosing significant health issues in respect of the Respondent. The email had been shared with the Applicant representative. The Respondent made an offer to pay the sum sought by instalment at the rate of £100 per calendar month, stating this would be until the Respondent's health and finances recovered.

The Case Management Discussion

6. A Case Management Discussion ("CMD") took place by telephone conference on 8th January 2026. The Applicant was not in attendance and was represented by Mr Adam Gardiner, Solicitor. The Respondent was not in attendance.
7. The Tribunal considered the terms of Rule 29. The Tribunal determined that the requirements of Rule 17(2) had been satisfied, and it was appropriate to proceed with the application in the absence of the Respondent. The Tribunal considered the terms of the email submitted by or on behalf of the Respondent. The Tribunal was sympathetic to the position in which the Respondent finds himself. The Tribunal noted that the Respondent was not seeking an adjournment of the CMD.
8. Mr Gardiner said the Respondent left the Property after the application was made. The check-out report indicated issues in respect of damage to the Property which constituted breach of the terms of the tenancy agreement, as set out in the written representations. The tenancy deposit had been claimed by the Applicant and applied to the rent arrears. There was some discussion regarding the breakdown of the sums sought. Mr Gardiner said the Applicant had been assisted by their letting agent in making a reasonable estimate in respect of certain of the sums sought, using the expertise of the letting agent and taking fair wear and tear into account. Sums were sought in respect of changing the lock and replacement keys, cleaning of the Property, repair of furniture, removal of the Respondent's belongings, upholstery cleaning, a replacement mattress, and damage to furnishings and fittings.
9. Mr Gardiner noted the Respondent had not denied the sums sought in his email received on the morning of the CMD. The Respondent had also admitted acceptance of some damage in an earlier email to the Applicant representative on 9th September 2025, when the Respondent had stated that

the sum of £20,000 had been set aside to clear the rent arrears. No payment had been made by the Respondent towards the arrears. Mr Gardiner submitted that allowing a repayment proposal of £100 per month would mean the debt would take 13 years to clear. This was far beyond a reasonable proposal.

Findings in Fact and Law

10.

- (i) Parties entered into a private residential tenancy agreement in respect of the Property which commenced on 1st February 2022 at a monthly rent of £2,350.
- (ii) In terms of clause 17 of the tenancy agreement, the Respondent agreed to take reasonable care of the Property.
- (iii) In terms of clause 18 of the tenancy agreement, the Respondent agreed to pay for repairs where their need was attributable to the Respondent's fault or negligence.
- (iv) In terms of clause 24 of the tenancy agreement, the Respondent agreed to leave the Property in a clean and tidy condition, remove all property not belonging to the landlord, hand in all the keys, carry out any repairs which they were obligated to do, and replace any fixtures, fittings or furnishings which have been damaged or lost.
- (v) The Respondent breached clauses 17, 18 and 24 of the tenancy agreement.
- (vi) The Applicant incurred costs in remedying the Respondent's breach of the terms of the tenancy agreement.
- (vii) The Applicant's furnishings and fittings have lost value as a result of the Respondent's breach of the terms of the tenancy agreement.
- (viii) Rent lawfully due has not been paid by the Respondent to the Applicant.
- (ix) The Applicant is entitled to recover rent and other sums lawfully due.

Reasons for Decision

11. Rent lawfully due is outstanding. The Applicant is entitled to recover rent lawfully due. The Applicant has incurred costs in respect of the Respondent's failure to return keys, removal of property, failure to remove property, failure to clean the Property, and damage to furnishings and fittings within the Property. The Applicant is entitled to recover these costs.

12. The Tribunal noted that the Respondent did not dispute the sum sought in their email sent on the morning of the CMD, and that they made a proposal for payment of the sum sought by instalment. The Tribunal could not consider making a Time to Pay Direction in the absence of a proper application disclosing the Respondent's full financial circumstances. The Tribunal noted that payment in the sum of £100 per month would mean the debt would not be cleared within a reasonable period. In granting the order for payment, the Tribunal was aware that it would be open to the Respondent to make a further application for a Time to Pay Order in the usual manner, if so minded. It will also be open to the Respondent to discuss payment terms with the Applicant following the granting of the order.

Decision

13. An order for payment is granted in favour of the Applicant in the sum of £16,309.79 with interest thereon at the use value rate of 4% from the date of the decision to the date of payment.

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.

Ms H Forbes

Legal Member/Chair

8th January 2026
Date