



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/PR/25/2663

Re: Property at 32 Brown Street, Armadale, EH48 3LB (“the Property”)

Parties:

Robert MacIntyre, 9 Almond Court, Eastwhitburn, EH47 0JW (“the Applicant”)

Matthew Thomson, 293 Roman Drive, Blackburn, West Lothian, EH47 7PX (“the Respondent”)

Tribunal Members:

Joel Conn (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

Background

1. This is an application by the Applicant 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 and other sums due under a PRT. The PRT in question was by the Applicant to the Respondent commencing on 27 June 2023.
2. The application was dated 19 June 2025 and lodged with the Tribunal on that day. The application sought payment of:
 - a. arrears of £7,716. This was supported within the application papers by:
 - i. The lease for the Tenancy which detailed rent of £598 payable in advance on the 1st of each month; and
 - ii. A detailed rental statement showing from 1 April 2024 onwards, for a full year (£7,716 being exactly twelve months of rent); and

- b. "The cost of cleaning and repairing the property £2500" said to include "skip hire and employing a painter, plumber, carpenter, gardener and electrician as well as hours of personal labour". This was materially unvouched until the case management discussion ("CMD") as discussed below.
3. Prior to the CMD, a Notice of Direction was issued seeking further information on the damages claim but the brief response provided by the Applicant required to be reconsidered fully by way of oral submissions at the CMD.
4. Further, the Applicant uploaded photographs and videos to the Tribunal's file sharing platform (apparently on 9 December 2025) but these were not brought to my attention until the Applicant discussed them at the CMD.

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 13 January 2026 at 14:00. I was addressed by the Applicant. He confirmed he was calling from Spain and, in line with Tribunal guidance, I sought (and received) his consent to take any evidence from him remotely from a foreign jurisdiction.
5. There was no appearance from the Respondent. I was informed by the clerk that no contact had been received from the Respondent (or on his behalf) with the Tribunal. The Applicant confirmed that no contact had been received from the Respondent on payment since before he left the Property during March 2025. Having not commenced the CMD until around 14:10, I was satisfied to consider the application in the Respondent's absence. In any case, no attempt was made by the Respondent (nor anyone on his behalf) to dial in late to the CMD.
6. In regard to the arrears, the Applicant explained that he had pursued an eviction application against the Respondent and subsequently received an order for eviction in April 2025 but, in the lead up to the calling of the application, the Respondent agreed to vacate by 1 April 2025. Thereafter he confirmed he had already vacated around 10 March 2025. The Applicant thus regained possession on or around 10 March 2025 and sought rent to 31 March 2025 as per the agreement to vacate by 1 April 2025.
7. In regard to the damages claim, it was necessary to take the Applicant through all the details, so as to understand the context of his application and papers (which included photographs), the documents uploaded in December (but only seen by me during the CMD), and his brief response further to the Notice of Direction. In summary, the Applicant's position was that the Property had been newly refurbished and unfurnished when let to the Respondent. On the Respondent's vacating in March 2025, the Property was left in a very poor state of repair, dirty, and filled with his belongings and rubbish. There was further rubbish left in the garden area, and the fences on both sides of the Property had come down. There were specific issues of internal damage, such as to doors. In all, the Applicant took around 20 days to refurbish the Property

himself, along with help from friends and friendly contractors (acting on a casual basis). The Applicant stated that he had very little vouching available (and none was lodged), as many payments were in cash and the majority of the work was undertaken by him personally.

8. I took the Applicant through the photographs and videos lodged to ascertain what was shown in them. He identified:
 - a. From a video of the living room:
 - i. The Respondent had fitted a wall bracket for a TV, without consent. This was left in place, and needed to be removed and the wall repaired. The bracket was visible in the video.
 - ii. The Respondent had fitted a tumble dryer in the room, without consent, and had failed to provide suitable ventilation. Discoloured and peeling wallpaper was visible in the video, which the Applicant attributed to the dampness from the tumble dryer.
 - iii. The Applicant submitted the wallpaper throughout the Property, including that seen in the video, was damaged and dirty, with all needing replaced. The resolution of the video was too low for me to assess this myself. The Applicant conceded some redecoration would have arisen from normal wear and tear however.
 - b. From a video of the hallway:
 - i. An internal door with an oval panel was visible. The Applicant stated that the glass was missing from the oval panel. The resolution of the video was too low for me to assess this myself. The Applicant said that the cost of a cheap replacement door was lower than replacing the glass, so he had chosen to do that.
 - ii. Rubbish and belongings could be seen in the hallway. The Applicant submitted that this was some of the Respondent's belongings not yet removed for disposal.
 - iii. A boarded panel was visible on the front door. The Applicant submitted that this was a damaged front door, where the Respondent had previously smashed the door, having forgotten his keys. The Applicant said he required to replace the entire door.
 - c. From photographs of the driveway of the Property:
 - i. The fence line between the Property and the neighbouring property could be seen, with the fence lying on the ground. The Applicant said that he had previously undertaken fencing work in his career, so was able to do the work to re-erect the fences himself. He shortened the height of the fallen fence and, with some limited additional materials, re-erected all the fences.
 - ii. There were significant amounts of cardboard lying on the ground. The Applicant thought that the Respondent had gathered boxes with the intention of packing up his belongings, but had then not done so. Instead he had just left the boxes, which created further rubbish for the Applicant to dispose.
 - d. From photographs of the back of the Property:
 - i. The other fence line between the Property and other the neighbouring property could be seen, with the fence lying half-down.

- ii. Significant piles of rubbish and personal belongings could be seen, as well as both a green and brown wheelie bin overflowing with items. The Applicant explained that:
 - 1. The Respondent had removed some belongings himself, which were seen left in a pile near the back of the Property. All this required to be moved by the Applicant into a skip.
 - 2. The Respondent had over-filled wheelie bins with unsorted rubbish. The bins would not be collected by the local authority in that condition, so the contents were emptied into the skip.
 - 3. All other personal belongings were left by the Applicant in the Property and the Applicant had them removed and placed them in a skip. The photographs showed the items after removal but before the skip. Amongst the piles I could see a sofa (though the Applicant said it was a whole three-piece suite), board games, kitchen items, and a wall clock.

Further, not vouched by photographs or videos, the Applicant referred to needing to replace the handles to some internal doors as the handles had been broken off.

- 9. In regard to the quantification of his claim, the Applicant said that he worked around 20 six-hour days, and conservatively estimated the value of his time at £10 per hour. He had also checked through his bank statements, and estimated around £2,000 of materials and plant hire during the works of March and April 2025, including the following amounts:
 - a. £336 for skip hire from Scotwaste;
 - b. £240 for van hire from Dean Plant Hire;
 - c. £595 for the replacement uPVC front door, which he said had been discounted;
 - d. £120 for flooring in the kitchen;
 - e. Three payments to Huws Gray Building Supplies of £124.86, £121.23 and £103.50, included in which were the materials to repair the fences; and
 - f. Multiple payments to B&Q and B&M for materials. He recalled the B&Q payments included around £40 from B&Q for the new internal door, and also purchasing the new door handles.
- 10. In all the circumstances, the Applicant accepted that there would be an element of wear and tear, and he accepted that both wear and tear and weather damage may have resulted in the fences falling down (though he also attributed their collapse to neglect by the Respondent). Between his estimate of his own time at being worth £1,200, his payments for materials and plant hire of around £2,000, and the few payments in cash he made to contractors, he submitted that he had spent around £3,500 on work to the Property to restore it to a suitable condition, and he believed £2,500 was a reasonable quantification of his losses arising from the Respondent's breach of the Tenancy.
- 11. No motion was made for expenses or interest.

Findings in Fact

12. On or about 27 June 2023 the Applicant let the Property as a Private Residential Tenancy to the Respondent under a lease with commencement on 27 June 2023 ("the Tenancy").
13. In terms of clause 7 of the Tenancy Agreement, the Respondent required to pay rent of £598 a month in advance on the 1st day of each month.
14. The Tenancy terminated on 31 March 2025 by agreement with the Respondent, and the Respondent providing vacant possession in advance of that date.
15. In terms of clause 10 of the Tenancy Agreement, no deposit was due by the Respondent.
16. The total arrears remaining due to conclusion of the Tenancy is £7,176 which balance remains due as of 13 January 2026.
17. 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:
 - *keep the Let Property adequately ventilated and heated;*
 - ...
 - *ensure the Let Property and its fixtures and fittings are kept clean during the tenancy*
18. 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.
19. In terms of clause 27 of the Tenancy Agreement, it was agreed that:
The Tenant agrees not to make any alteration to the Let Property, its fixtures or fittings, nor to carry out any internal or external decoration without the prior written consent of the Landlord.
20. In terms of clause 29 of the Tenancy Agreement, it was agreed that:
The Tenant will maintain the garden in a reasonable manner.
21. In terms of clause 31 of the Tenancy Agreement, it was agreed that:
The Tenant agrees to dispose of or recycle all rubbish in an appropriate manner and at the appropriate time. ... The Tenant must take reasonable care to ensure that the rubbish is properly bagged or recycled in the appropriate container. ... The Tenant must comply with any local arrangements for the disposal of large items.
22. The Tenant failed to take reasonable care of the Property, and failed to remove his belongings by the termination of the Tenancy, by:
 - a. Leaving personal belongings within the Property;

- b. Leaving personal belongings piled up outside the Property;
 - c. Breaking doors and door handles at the Property;
 - d. Installation of a tumble dryer without proper ventilation;
 - e. Leaving the Property with damaged wall surfaces; and
 - f. Leaving the Property in an untidy and dirty condition;
- all in breach of clauses 16 and 23.
23. The Tenant failed to seek consent for alterations due to installing a wall bracket for a television, causing damage to the wall of the sitting room, all in breach of clause 27.
24. The Tenant failed to dispose of rubbish and recycling properly, by over-filling wheelie bins with undifferentiated waste, and leaving piles of rubbish outside in a manner inconsistent with seeking bulk collection or other disposal, all in breach of clause 31, and further leaving the garden poorly maintained in breach of clause 29.
25. Further to the Tenant's breach of clauses 16, 23, 27, 29 and 31, the Applicant incurred costs of:
- a. Materials to replace door handles;
 - b. Replacement doors;
 - c. Materials to refurbish the Property;
 - d. Skip hire; and
 - e. Van hire; and
- incurred time to undertake clearance, and repairs, redecoration and refurbishment works.
26. The Applicant incurred costs, to include costs incurred for refurbishment arising from normal wear and tear and weather damage, of around £3,500.
27. £2,500 was reasonably incurred by the Applicant further to the Tenant's breach of the clauses 16, 23, 27, 29 and 31.
28. A Sheriff Officer instructed by the Tribunal provided sufficient intimation to the Respondent on 17 November 2025 of the date and time of the CMD.

Reasons for Decision

29. 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 of £7,176.
30. In regard to the damages and repair costs, the Applicant's vouching was poor but I was satisfied, considering together the application and supporting papers, the uploaded photographs and videos, and the oral submissions at the CMD, that there clearly had been wants of cleaning and repair. In the absence of any dispute from the Respondent, I was satisfied that a reasonable loss of £2,500 for clearance, cleaning, repairs and refurbishment, had been incurred and that these were reasonable damages recoverable by the Applicant. I was not

satisfied that the fence repairs were attributable to any action or inaction by the Respondent. Recovery of the Property was in Spring 2025, following any inclement weather of the months prior, and so the Applicant failed to satisfy me that any potential neglect by the Respondent materially contributed to the fences collapsing. The Applicant submitted that the time spent repairing the fences were minor, however, and I was satisfied that a quantification of £2,500 was reasonable even if any time and materials for the fence work was disregarded.

31. I was thus satisfied that the necessary level of evidence for civil proceedings had been provided for an order of £9,676.00. I shall make a decision to award the sum of £9,676.00 against the Respondent.

Decision

32. In all the circumstances, I was satisfied to make the decision to grant an order against the Respondent for payment of £9,676.00.

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.

Joel Conn

13 January 2026

Legal Member/Chair

Date