



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/25/2678

Re: Property at 53 Bent Crescent, Glasgow, G71 6JH (“the Property”)

Parties:

Mr Stephen Smith, 30 Barrie Avenue, Bothwell, G71 8FA (“the Applicant”)

Miss Joanne Campbell, Miss Jayne Anne Sommerville, 27 Arran Road, Motherwell, Lanarkshire, ML1 3NA; 7 Orchid Place, Glasgow, G71 5DL (“the Respondents”)

Tribunal Member:

Nicola Irvine (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondents in favour of the Applicant in the sum of £1,923.83.

Background

1. The Applicant submitted an application under Rule 111 of the Housing & Property Chamber Procedure Regulations 2017 (“the Rules”). The Applicant sought an order for payment in the sum of £1,923.83 in respect of arrears said to have been incurred by the First Respondent and the cost of redecoration, removal of items and cleaning.
2. A Convenor of the Housing and Property Chamber (“HPC”) having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).

3. Letters were issued on 16 December 2025 informing both parties that a CMD had been assigned for 10 February 2026 at 10am, which was to take place by conference call. In that letter, the parties were also told that they were required to take part in the discussion and were informed that the Tribunal could make a decision today on the application if the Tribunal has sufficient information and considers the procedure to have been fair. The Respondents were invited to make written representations by 6 January 2026. No representations were received.

The case management discussion – 10 February 2026

4. The CMD took place by conference call. The Applicant was represented by Mr. Rhury Smith from MMB Home Lets. The Respondents did not join the conference call and the discussion proceeded in their absence. The Tribunal explained the purpose of the CMD.
5. The Applicant's representative explained that before and after the present application was submitted, his office tried to contact the First Respondent to find out if she intended to pay the sums due. No offer of payment was forthcoming from the First Respondent. After the present application was made, the Second Respondent contacted his office and advised that the debt due to the Applicant "would be sorted". There has been no further contact from the Respondents and no payments have been made. The Applicant's representative moved for an order for payment in the sum of £1,923.83.

Findings in Fact

6. The Applicant is the owner and landlord of the Property at 53 Bent Crescent, Glasgow, G71 6JH.
7. The First Respondent was the tenant of the Property.
8. The tenancy in question is a private residential tenancy which commenced on 1 April 2024 and ended on 10 February 2025.
9. The Second Respondent is a guarantor in terms of the tenancy agreement, guaranteeing all payments of rent, and any other payments due to the Applicant which the First Respondent is required to pay.
10. The contractual monthly rent was £795, payable in advance.
11. The First Respondent accrued rent arrears in the sum of £1,146.37.
12. The condition of the Property when the tenancy ended was such that redecoration work was required. The Applicant incurred redecoration costs of £407.46, for which the First Respondent was responsible.

13. The Applicant incurred cleaning costs following the termination of the tenancy, £75 of which is attributable to the First Respondent.
14. The Applicant incurred the cost of removal of the First Respondent's belongings, in the sum of £295.
15. Both Respondents are liable to pay the Applicant £1,923.83 in respect of rent arrears, and the cost of redecoration, removal of items and cleaning.

Reason for Decision

12. The Tribunal was satisfied that it could make relevant findings in fact in order to reach a decision following the CMD, and that to do so would not be contrary to the interests of the parties in this case. The Respondents were given the opportunity to attend the CMD but did not participate. The Tribunal therefore considered it could accept the evidence and submissions on behalf of the Applicant, there being no contradictory evidence before it.
13. The Tribunal was satisfied that the First Respondent had a contractual obligation to pay rent of £795 per month. The Respondent had failed to comply with her obligation in this regard, resulting in arrears of £1,146.37 being due. Neither Respondent had sought to dispute this.
14. The Applicant's representative produced vouching in respect of the costs incurred by the Applicant following termination of the tenancy. In terms of clause 17 of the tenancy agreement, the First Respondent was obliged to ensure that the Property and its fixtures and fittings were kept clean. The Applicant produced a check in a check out report which showed a difference in the cleanliness following termination of the tenancy. In terms of clause 25 of the tenancy agreement, the First Respondent is liable for any damage, whether decorative or more substantial. The check out report produced showed decorative damage to the Property. Following termination of the tenancy the First Respondent failed to remove all of her belongings. The Applicant incurred the cost of removal of items left behind by the First Respondent. The First Respondent is liable for the cost of the outlays incurred by the Applicant.
15. In terms of clause 38 of the tenancy, the Second Respondent guaranteed the obligations of the First Respondent including payment of rent and other payments due to the Applicant.
16. For the reasons set out above, the Tribunal granted the order for payment sought against both Respondents.

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 Irvine

Legal Member/Chair

Date 10 February 2026