



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 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/25/4044

Re: Property at 31 FERGUSON COURT, BUCKSBURN, AB21 9AG (“the Property”)

Parties:

Ms Areeg Abubakr Noreldin Calvert (Previously Abdelmabod), 99 MORAYPARK AVENUE, CULLODEN, IV2 7LS (“the Applicant”)

Mr Solomon Adesina, 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 Applicant the sum of Four thousand three hundred and nineteen pounds (£4319) Sterling under the terms of the tenancy agreement between the parties.

The Tribunal therefore made an order for payment against the Respondent in the sum of £4319.

Background

- 1 This is an application for a payment order under rule 111 of the First-tier Tribunal for Scotland (Rules of Procedure) 2017 (“the Rules”) and section 71 of the 2016 Act. The Applicant sought a payment order against the Respondent in respect of unpaid rent and damages arising from a private residential tenancy.
- 2 The application was accepted as valid and referred to a tribunal for determination. A case management discussion (“CMD”) was scheduled to take place on 19 May 2026 at 2pm. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules. The Tribunal attempted to serve

notice upon the Respondent by sheriff officers however they were unable to locate the Respondent. Said notice was therefore served upon the Respondent by advertisement on the Tribunal's website between 27 April 2026 and 19 May 2026 under rule 6A of the Rules. The Tribunal sent an email to the Respondent notifying him of the advertisement.

- 3 The Respondent was required in terms of said notice to provide written representations in response to the application no later than 6 May 2026. No written representations were received.

The CMD

- 4 The CMD took place on 19 May 2026 at 2pm by teleconference. The Applicant was in attendance. The Respondent did not join the call. The tribunal noted that he had been given proper notice of the CMD under Rules 6A and 17(2) of the Rules and had provided no explanation for his failure to attend. The tribunal therefore delayed the start time of the CMD for a short period before determining to proceed in his absence.
- 5 The tribunal had before it the application form together with supporting documents including a copy of the tenancy agreement, rent statement, invoices, photographs of the property, and email correspondence between the parties.
- 6 The tribunal explained the purpose of the CMD and proceeded to hear submissions from the Applicant. The Applicant explained that the Respondent had rented the property between July 2024 and September 2025. She outlined a history of inconsistent rent payments by the Respondent, despite her attempts to assist him in managing the rent by adjusting payment dates and offering instalment plans. The Respondent had made repeated promises to pay back the arrears but had failed to do so. The Applicant described the damage to the property that she found following the termination of the tenancy. Two internal doors had been removed and were found damaged in storage. The cooker top was smashed. The property was filthy and required a deep clean. The bathroom was damaged and required repair. The Respondent had not reported any of the issues to the Applicant, except for the bathroom. The Applicant explained that she had tried to resolve matters with the Respondent before applying to the Tribunal but he had latterly become disrespectful in his communications with her. The Applicant confirmed that the Respondent had paid a tenancy deposit of £150 which had been deducted from the rent arrears.

Findings in fact and law

- 7 The Applicant was the owner and landlord, and the Respondent was the tenant, of the property in terms of a private residential tenancy agreement, which commenced on 25 July 2024.
- 8 The rent payable was £580 per calendar month.
- 9 The Respondent failed to pay rent as agreed.

- 10 The tenancy between the parties terminated on 12 September 2025.
- 11 As at the date of termination arrears in the sum of £2771 were outstanding, following deduction of the deposit.
- 12 The Applicant incurred costs following the termination of the tenancy due to the Respondent's failure to take reasonable care of the property in accordance with his obligations under the said tenancy agreement. In particular, the Applicant required to instruct a deep clean of the property at a cost of £252, carry out repairs to the bathroom at a cost of £858, replace interior doors at a cost of £338 and replace the cooker at a cost of £100.
- 13 The Applicant has made attempts to discuss the rent arrears and damages with the Respondent. The Applicant has offered to enter payment plans with the Respondent. Despite repeated requests the Respondent has failed to make payment of the sum due.
- 14 The Respondent is liable to pay the sum of £4319 to the Applicant under the terms of the tenancy agreement between the parties.

Reasons for decision

- 15 The tribunal was satisfied that it could make relevant findings in fact to reach a decision at the CMD based on the documentary evidence and submissions from the Applicant. The tribunal considered that to do so would not be contrary to the interests of the parties in this case. The Respondent had not sought to oppose the application and there was no contradictory evidence before the tribunal.
- 16 The tribunal determined that the Respondent had an obligation to pay rent of £580 per month to the Applicant and failed to do so, resulting in arrears of £2771. The tribunal further determined based on the evidence before it that the Applicant had incurred costs arising from the Respondent's failure to comply with his obligation to take reasonable care of the property in the sum of £1548 which had been properly vouched for. The tribunal accepted that despite repeated attempts by the Applicant the Respondent has failed to take steps to repay the debt owed. Accordingly, the tribunal determined that he is liable to pay the Applicant the sum of £4319.
- 17 The tribunal therefore made a payment order in the sum of £4319 against the Respondent.

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 May 2026

Legal Member/Chair

Date