



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)  
Act 2014**

**Chamber Ref: FTS/HPC/CV/25/4300**

**Re: Property at 0/1, 50 Pollokshaws Road, Glasgow, G41 1PY (“the Property”)**

**Parties:**

**FNK Properties Ltd, 129 Shieldhall Road, Glasgow, G51 4XA (“the Applicants”)**

**Mr Abdul Jabbar and Ms Asma Kamal, Flat 54, Barons Court, Earls Meade,  
Luton, LU2 7EY (“the Respondents”)**

**Tribunal Members:**

**George Clark (Legal Member)**

**Decision (in absence of the Respondents)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be decided without a Hearing and made an Order for Payment by the Respondents to the Applicants of the sum of £8,640.97.**

**Background**

1. By application, dated 6 October 2025, the Applicants sought an Order for Payment in respect of unpaid rent that had become lawfully due by the Respondents to the Applicants and damage, repairs and replacements for which the Respondents were responsible. The sum sought was £12,396.27, of which £7,422.97 was arrears of rent.
2. The application was accompanied by copies of a Private Residential Tenancy Agreement between the parties commencing on 3 November 2023 at a rent of £4,975 per four calendar months, payable in advance, with a deposit of £995, a Check Out Report from Pinstripe dated 21 July 2025, an Invoice from Property Repairs (Glasgow) Limited for £1,980.30, an Invoice for complete redecoration for £2,956 and further Invoices for cleaning (£220), changing locks (£168), clearing furniture including a fridge-freezer (£177) and for tracing the Respondents (£54). The Applicants also provided a Rent Statement showing arrears of £7,422.97 at 16 July 2025 and sought recovery of late payment charges of £630, as provided for in the Tenancy Agreement.

3. On 20 April 2026, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondents were invited to make written representations by 11 May 2026. The Respondents did not make any written representations to the Tribunal.

### **Case Management Discussion**

4. A Case Management Discussion was held by means of a telephone conference call on the morning of 20 May 2026. The Applicants were represented by Miss Kim Daly. The Respondents were not present or represented.
5. The Tribunal told Miss Daly that the rent arrears did not appear to be disputed and confirmed that the late payment charges were authorised by the Tenancy Agreement. The issues for discussion, therefore, related to repairs and key to this was the Check put Report, which described in great detail the condition of the Property before and after the tenancy. Miss Daly accepted that the Tribunal would be guided by the Check Out Report. The Applicants were not seeking to punish the Respondents. They had reassessed the condition of the bedroom carpets when the Property was cleared and decided that they needed to be replaced.

### **Reasons for Decision**

6. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it all the information and documentation it required to enable it to decide the application without a Hearing.
7. The Tribunal had no issue with the claims for rent arrears and late payments. or with recovery of the cost of cleaning, as the Check Out Report had stated that the Property was unclean. It appeared that the Respondents had changed the lock as there was a problem with the door lock. If they had reported that at the time, it would have been the Applicants' responsibility to repair or replace, but they did not report it and they did not provide two sets of keys for the new lock. Accordingly, the Tribunal was prepared to allow the claim for changing the lock.
8. The claim for clearing furniture included the fridge-freezer, but the Tribunal noted that the Check Out report stated that it was in the condition it was in when the tenancy started with freezer shelves cracked but that it required to be cleaned. It did not suggest that it needed to be replaced. It was the decision of the Applicants to remove it, and the view of the Tribunal was that the cost was not recoverable from the Respondents. The claim was for £177, and the Tribunal decided to reduce that to £100.

9. The Check Out report stated that the carpet in Bedroom 1 required to be cleaned and that the carpet in Bedroom 2 was in good condition but slightly marked, the kitchen flooring was said to be showing signs of age, and the bathroom flooring was in fair condition but worn in places. This indicated to the Tribunal that the deterioration in the carpets and floorcoverings were attributable to fair wear and tear, so the Respondents could not be required to bear the cost of replacing the carpets and other floorcoverings. There was no mention in the report of an issue with the bath panel, replacement of which was included in the Invoice from Property Repairs (Scotland) Limited. The report stated that the bathroom plug hole was worn and made no mention of the kitchen plughole. The Applicants had replaced both, but the Tribunal regarded this as fair wear and tear. There was no indication that the Respondents had caused the deterioration by misuse.
10. Having considered the matter carefully and having particular regard to the Check Out report, the Tribunal decided that it was not prepared to allow recovery of any of the costs included in the Invoice from Property Repairs (Scotland) Limited.
11. The Check Out report noted marks on walls and holes in various places. Miss Daly also told the Tribunal that damage had been caused to a wall by the removal by the Respondents of a television set that they had attached to it. The view of the Tribunal was that the marks and holes did not justify seeking to recover from the Respondents the cost of complete redecoration, when fair wear and tear was taken into account. There was no evidence as to when the Property had last been redecorated. The Tribunal was not prepared to allow a claim for complete redecoration but, accepting that there was some damage caused by the removal of the television set from the wall, decided that reimbursement of £100 would be reasonable. The Tribunal accepted that the Applicants may have decided to redecorate before re-letting the Property, but that did not mean that they could pass on the cost to the Respondents.
12. The Tribunal refused the claim in respect of the cost of tracing the Respondents. This cost is associated with the present proceedings, not the tenancy, and the Tribunal only awards expenses where it finds that an Applicant has been put to unnecessary expense as a result of the Respondent's conduct of the case itself.
13. Having considered carefully all the evidence before it, the Tribunal determined that it would make an Order for Payment for £8,640.97, being arrears of rent (£7,422.97), late payment charges (£630), cleaning costs (£220), changing locks (£168), clearing of furniture (£100) and damage caused by removal of the wall-mounted television set (£100).

### **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.

**G. Clark**

Legal Member/Chair

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20 May 2026

Date