



**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/25/3151**

**Re: Property at 41 Beechwood, Sauchie, FK10 3LA (“the Property”)**

**Parties:**

**Mrs Clare Seeruttun, 61 Stevenson Avenue, Polmont, FK2 0GU (“the Applicant”)**

**Ms Nicola Whittle, Mr Iain Izatt, 17 Fir Park, Tillicoultry, FK13 6PX; UNKOWN, UNKOWN (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment for £2035.81 (TWO THOUSAND AND THIRTY FIVE POUNDS AND EIGHTY ONE PENCE)**

**Background**

1. An application was received by the Housing and Property Chamber dated 22<sup>nd</sup> July 2025. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not maintaining rent payments.
2. On 23<sup>rd</sup> April 2026 all parties were written to with the date for the Case Management Discussion (“CMD”) of 18<sup>th</sup> May 2026 at 2pm by teleconferencing. Service by Advertisement was undertaken upon the Second Named Respondent, Mr Izatt, from 23<sup>rd</sup> April 2026.

**The Case Management Discussion**

3. A CMD was held 18<sup>th</sup> May 2026 at 2pm by teleconferencing. The Applicant was present and represented herself. The Respondents were not present. The Tribunal waited until 2.07pm before continuing. The Tribunal proceeded in

terms of Rule 29 of the Rules. The Respondents did not make representations in advance of the CMD.

4. The Applicant said that the Respondents had left the tenancy on or around 6<sup>th</sup> April 2025. The Applicant said that she believed the First Named Respondent had left the Property prior to that date but had not given her notice and so she was still on the lease and liable for the arrears. It is believed that she may have left in December 2024. The Tribunal found this to be the correct view of the law. If there was no proper legal notice given then the tenancy continued in joint names. Both Respondents are liable for the amount sought.
5. The Applicant has written off some rent arrears previously due to her focusing on family a member who was terminally ill and needed her support. The written off arrears was done on a goodwill basis.
6. The Applicant said that the Property was let as an unfurnished property. The Respondents furnished it themselves. The Applicant believed that the Property had been abandoned and issued a 48 hour notice to allow her to enter. When she entered the Property she found it abandoned. It was in a filthy state with all the surfaces covered and dishes unwashed. All the furniture had been left. The wardrobes and drawers were full of old clothing. The Applicant contacted the Respondents advising that they could take their belongings. The First Named Respondent said that he would collect his belonging and clean the Property. He did collect some of his belongings but did not clean the Property.
7. The Applicant then instructed a company to clear the Property this cost £450 due to the large amount of belongings including two beds, a large sofa, table and chairs and several wardrobes full of old clothes. In addition to the large pieces of furniture there were 20 bags of rubbish.
8. The Applicant said that the Property required a deep clean due to the filthy state of the Property. The Applicant is a professional landlord. It was far beyond what the Applicant would expect from an end of tenancy clean. This was why she had not taken a discount from the amount sought to include betterment. The Tribunal considered the Applicant's experience as a landlord and accepted this point.
9. The Tribunal was satisfied that the outstanding amount for £2035.81 was due to the Applicant by the Respondents and that it was appropriate to grant an order accordingly.

#### Findings and reason for decision

10. A Private Rented Tenancy Agreement commenced 9<sup>th</sup> July 2021. The tenancy ended on 6<sup>th</sup> April 2025.
11. The Respondents persistently failed to pay their rent charge of £495 per month. The rent payments were due to be paid on the ninth day of each month. No rent

has been paid since May 2025. The outstanding rent arrears are £1580.81. The Applicant lodged a rent account to support this point.

12. The Property was let as an unfurnished property. The Respondents lived in it with their own furniture. The Respondents did not take their furniture or belongings when they left the Property. The Second named Respondent returned to take only a few of his belongings. The remaining items of furniture required to be removed. This included large items of furniture and 20 bags of rubbish. The Applicant paid £450 to a company to remove these items. The Applicant lodged an invoice from the company to support this point.
13. The Property was very dirty when it was vacated. All the surfaces were covered with items and all of the pots and pans were piled up. The carpets were stained. This is beyond what is expected by an end of tenancy clean. The Respondents were given an opportunity to clean the Property but failed to do so. The Applicant paid £500 for a professional company to deep clean the Property. The Applicant lodged an invoice from the company to support this point.
14. No formal notice was given to the Applicant by the First Named Respondent that she was leaving the Property as such she remained a tenant until the end of the tenancy. Both tenants are jointly and severally liable for the outstanding amount sought.
15. The Applicant is due the rent arrears and reimbursement for the costs arising from end of tenancy costs. These were beyond what would be expected as average end of tenancy costs.

### Decision

16. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £2035.81.

### **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.**

# Gabrielle Miller

18<sup>th</sup> May 2026

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Legal Member/Chair

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Date

