



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended (“the Regulations”)

Chamber Ref: FTS/HPC/CV/26/0052

Re: Property at 11 Birch Road, Aberdeen, AB16 5LG (“the Property”)

Parties:

Cesar Properties Limited, 11 Fern Crescent, Aberdeen, AB15 8NZ (“the Applicant”)

Mr Leigh Inglis, Brownieshill Farmhouse, Monymusk, Inverurie, AB51 7SQ (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent in the sum of £3,407.50 should be made in favour of the Applicant.

Background

1. By application received on 7 January 2026, the Applicant originally sought a payment order against the Respondent in the sum of £1,915.72 in respect of rent arrears. Supporting documentation was submitted with the application, including a copy of the tenancy agreement and a rent statement. The Private Residential Tenancy had commenced on 28 April 2025 and the rent was £890 per calendar month. The tenancy was ongoing at the time of application.
2. Following further procedure, the application was subsequently accepted by a Legal Member of the Tribunal acting with delegated powers from the Chamber President who issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations on 26 February 2026.

3. On 1 March and 6 March 2026, the Applicant lodged further written representations, increasing the sum claimed to £2,695.72, together with an updated rent statement.
4. Notification of the application was made to the Respondent, together with the date, time and arrangements for a Case Management Discussion (“CMD”). Service was made on the Respondent by Sheriff Officer on 19 May 2026 at his new address (as above) at which he was traced. The Sheriff Officers had originally sought to serve the papers on the Respondent at the tenancy address but he had moved out by that time. The Respondent was invited to lodge written representations. No written representations were lodged by the Respondent prior to the CMD.
5. On 30 May 2026, the Applicant lodged further written representations with the Tribunal, together with some supporting documentation. He advised of further developments and sought to further increase the sum sought to £3,455.51. He explained that the Respondent had told him that he would move out of the Property but was never definite when this would be. The Respondent eventually told him that he had moved out on 30 March 2026 but had not provided the 28 day notice period that he was supposed to, so the Applicant was claiming rent to cover that 28 day period. The Applicant also described the condition in which the Property had been left by the Respondent and the remedial work and cleaning that the Applicant had had to do in order to get the Property ready to let out again. He was charging the Respondent £500 for repairs and painting and £125 for cleaning costs. He produced an invoice in respect of the £500, some photographs showing the condition of the Property and copies of several messages between the parties in support. The Applicant confirmed he had also now received the deposit of £890 back to put towards the rent arrears, so had deducted that from the overall sum claimed, leaving the balance sought of £3,455.51. All representations and documentation received from the Applicant was circulated to the Respondent by the Tribunal Administration.

Case Management Discussion

1. The Case Management Discussion (“CMD”) took place by telephone conference call on 17 June 2026 at 2pm and was attended only by the Applicant, Mr Piotr Turzynski. The commencement of the CMD was delayed for over five minutes to allow an opportunity for the Respondent to join late but he did not do so.
2. Following introductions and introductory remarks by the Legal Member, the Applicant confirmed that he was still seeking the increased sum that he had notified the Tribunal of on 30 May 2026, £3,455.51. He explained the position regarding the rent arrears claimed and confirmed that he had calculated the rent owing to the end of the 28 day notice period from when he found out that the Respondent had vacated (30 March 2026). He explained the difficulties he had had dealing with the Respondent regarding the rent arrears, as he had kept changing what he said he was going to do. Although he had informed the

Applicant that he would move out, he never gave a definite timescale for this which made it difficult for the Applicant to make the necessary arrangements at his end with a view to allowing viewings for a new tenant, etc. This is why the Applicant considers he is due to be paid for the 28 day notice period required in terms of the tenancy agreement. The Applicant made reference to the updated rent statement he had lodged in March 2026 and explained that he had also applied two late payment charges, payable at 5% of the monthly rent, in terms of the relevant clause in the tenancy agreement. He also made reference to the messages between the parties regarding the uncertainty of the Respondent's position and the lack of notice given.

3. The Applicant also explained his claims for painting, repairing and cleaning costs. He had carried out the cleaning himself and had charged this at £125 (5 hours x £25 per hour – which the Applicant considered was a reasonable rate when you take into account the charges of a professional cleaner. He confirmed that the Respondent had made an attempt to clean but had not done it particularly well. He referred to having found animal hair in all the rooms, although pets were not allowed in terms of the lease. The Applicant also explained that the Respondent had caused quite a bit of damage to the walls and other parts of the Property, which required to be repaired. This included a hole left in the ceiling where the Respondent had tried to remove a light fitting. A lot of silicone sealant had to be replaced too. The Applicant stated that the Respondent had painted the living room of the Property quite a dark shade of green, which he was not permitted to do in terms of the tenancy agreement. The Respondent had tried to paint over this with white paint but had done so very badly and had caused more damage by painting over items such as the curtain rail. The Applicant stated that it had taken three coats of white paint to properly cover the green colour. He made reference to the photographs he had lodged in support, as well as the invoice in respect of the £500 charged by his contractor for repairs and painting.
4. The Legal Member informed the Applicant that she was satisfied from the background paperwork and from what she had heard from the Applicant at the CMD, that he was due unpaid rent and additional costs for damages, painting and cleaning from the Respondent and that she would accordingly be granting a payment order in his favour. However, the Legal Member requested that the Applicant lodge an up-to-date rent statement in respect of the rent arrears claimed, as the most recent rent statement lodged with the Tribunal only covers the period to March 2026. This would enable the Legal Member to calculate the figure owing in respect of rent more easily and to double-check the Applicant's calculations as to the amount owing. The Applicant confirmed he would submit this to the Tribunal immediately following the CMD. The Legal Member thanked the Applicant for his attendance and confirmed that the decision paperwork would be issued to parties shortly.
5. Later in the afternoon of 17 June 2026, the Applicant lodged an updated rent statement. Having reviewed this, the Legal Member noted that the balance claimed by the Applicant in terms of the updated statement exceeded the sum intimated by him prior to the CMD (£3,455.51). The amount now claimed was £3,844.15. Furthermore, having checked the figures, the Legal Member

calculated the amount owing as £3,407.50, slightly lower than the increased sum claimed prior to the CMD. The Legal Member explained this to the Applicant and asked him to confirm if he was prepared to accept an order for that sum, or if he wished the CMD adjourned to a further date, at which he could address the Tribunal further on the amount claimed. On 22 June 2026, the Applicant emailed the Tribunal and confirmed that he would accept the sum calculated by the Legal Member. The Legal Member accordingly granted an order in the sum of £3,407.50.

Findings in Fact

1. The Applicant is the owner and the landlord of the Property.
2. The Respondent was the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 28 April 2025.
3. The tenancy ended on or around 28 April 2026.
4. The Respondent moved out of the Property and informed the Applicant on 30 March 2026.
5. The Respondent did not provide 28 days' notice to the Applicant, contrary to the terms of the tenancy agreement and the 2016 Act.
6. The monthly rent in terms of the tenancy was £890.
7. The five monthly rent payments due on 28 November 2025, 28 December 2025, 28 January 2026, 28 February 2026 and 28 March 2026 were not paid by the Respondent.
8. In terms of the tenancy agreement, the Respondent was liable to pay a late rent charge of 5% of the monthly rent (£44,50) in respect of any late rent payments.
9. The last payments to the rent account by the Respondent were £100 on 20 January 2026 and £900 on 27 January 2026.
10. The balance of the rent arrears owing at the end of the tenancy amounted to £3,450.
11. The late payment charges owing amounted to an additional £222.50.
12. The Applicant received back the tenancy deposit amounting to £890 following the end of the tenancy and deducted this amount from the rent arrears, leaving a balance owing of £2,782.50.
13. The Applicant also incurred costs of £500 in respect of repair and decoration and £125 in respect of cleaning, due to the condition in which the Property was left by the Applicant.

14. The total amount owing by the respondent is £3,407.50.
15. The Applicant sought to engage with the Respondent regarding the rent arrears during the tenancy but they were not resolved.
16. The Respondent has been called upon to make payment of the sums due but he has not done so.
17. The Respondent has not submitted any written representations, nor sought time to pay, in respect of this Application.
18. The Respondent did not attend the CMD.
19. The sum of £3,407.50 is due and resting owing by the Respondent to the Applicant in respect of the balance of rent arrears and other costs arising from this tenancy in terms of this application, and has not been paid by the Respondent.

Reasons for Decision

1. The Tribunal considered all of the background papers, including the application and supporting documentation and the oral submissions made by the Applicant, Mr Turzynski, at the CMD. The Tribunal noted that no representations had been lodged by the Respondent and that he did not attend the CMD, having been properly and timeously notified of same by way of service of the papers by Sheriff Officer.
2. The Tribunal was satisfied that the application by the Applicant to increase the sum sought to £3,455.51 prior to the CMD had been made timeously in terms of the Regulations and, accordingly, permitted said amendment to be made.
3. The Tribunal considered that there was nothing to contradict or challenge the information from the Applicant and therefore no requirement to continue the application to an Evidential Hearing. The Tribunal was satisfied that the Respondent had not properly served notice on the Applicant before vacating the Property and that the Applicant was therefore entitled to charge rent until on or around 28 April 2026. Five monthly rental payments had been missed, although the Respondent had made payments amounting to £1,000 to the Applicant during this period which reduced the balance of the arrears. The Tribunal was satisfied that the Applicant had also been entitled to apply late payments charges in respect of the five late rental payments, at the rate of 5% of the rent, in terms of the relevant clause in the tenancy agreement. The Tribunal had regard to the supporting evidence submitted by the Applicant, including photographs showing the condition in which the Respondent had left the Property, and an invoice from a contractor instructed by the Applicant. The Tribunal was satisfied that the Applicant had incurred costs in respect of repair and re-decoration amounting to £500 and cleaning amounting to £125 and that the Respondent was liable for these costs. In the circumstances, the Tribunal

considered that a payment order in terms of the amended application could properly be made at the CMD, but in the slightly reduced sum of £3,407.50.

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 Weir

Legal Member/Chair

17 June 2026
Date