



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 Act”)

Chamber Ref: FTS/HPC/CV/25/2822

Re: Property at 32 Cloverfield Gardens, Aberdeen, AB21 9BD (“the Property”)

Parties:

Mr Muhammad Faraz Haider, 3 Southfield Gardens, Burnham, SL1 7NE (“the Applicant”)

Miss Alexandria Kemp, Mr Ryan Calder, 36 Longview Terrace, Aberdeen, AB16 7EZ; UNKNOWN, UNKNOWN (“the Respondents”)

Tribunal Members:

Steven Quither (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents are jointly & severally liable to pay to the Applicant the sum of FIVE THOUSAND TWO HUNDRED AND FIFTY SIX POUNDS 56 PENCE (£5256-56) STERLING.

BACKGROUND

1. This is an application dated 15 June and lodged on 1 July 2025 for payment of rent arrears and other expenses arising out of a Private Residential Tenancy (“PRT”) between the parties in respect of the Property commencing 16 December 2020 at a rent of £875 per calendar month, subsequently increased to £901 per calendar month from 1 August 2023.

2. When this application was lodged, there were stated to be outstanding rent arrears of £4281-96, as well as other expenses and adjustments leading to an overall claim of £5210-46.
3. The Tribunal accepted the application by Notice of Acceptance of 20 August 2025 and a Case Management Discussion ("CMD") was duly fixed for 22 January 2026, when no party attended and a further CMD was then fixed for 20 April 2026, attended by the Applicant only.
4. A further CMD was then fixed for 15 July 2026, to enable the Applicant to prepare a note of which documents and/or photographs he would wish to refer to in addressing the Tribunal in support of his claim. A Direction was issued in appropriate terms. The CMD Note and Direction arising from said CMD on 20 April 2026 are referred to for their terms.

CASE MANAGEMENT DISCUSSION on 15 JULY 2026

5. Prior to said further CMD, preliminary consideration of the supporting documentation confirmed Service by Advertisement had been effected on both Respondents, per Tribunal Certificate of Service by Advertisement, their present whereabouts being unknown. In addition, other attempts had been made to intimate said CMD to them.
6. Said preliminary consideration also confirmed that the Applicant did not appear to have complied with the Direction previously issued.
7. The CMD took place by teleconference and commenced shortly after 10am, with only the Applicant in attendance.
8. The Applicant was asked why he had not lodged the note as directed previously. He advised that he did not fully appreciate what he was being directed to do and had possibly misunderstood the nature and purpose of the Direction. He was courteous and candid in making these concessions.
9. In these circumstances, the Tribunal afforded him time to identify the documentation in question and confirm and clarify the documentation upon which he would be seeking to rely, which he was able to do.
10. The Tribunal was then able to go through each head of claim as set out in the list of "Losses" submitted with the application and by reference to receipts and information provided by the Applicant.

11. From said receipts and information, the position appeared to be as follows, rounded up or down to the nearest whole £, as discussed with the Applicant:--

Removals £540

Painting £1383

Wood & Door Repairs £500

Gardening £110

Cleaning £280

Replacement & Repair of exterior door £1535

Miscellaneous paint & repair materials etc £607

Other miscellaneous paint etc £192

TOTAL £5147

12. The Tribunal was not prepared to allow the claim for £600 for the Applicant's time spent travelling to and from the Property to, basically, manage and "take to do with" the work requiring to be carried out after the Respondents left it. The Tribunal took the view that this was simply time which any responsible property owner would spend attending to their property.

13. So far as rent arrears is concerned, said list of "Losses" stated same to be £4281-96, from which there fell to be deducted the PRT deposit of £1312-50 and £3516-15 awarded to the Applicant on 22 March 2024 in Tribunal case reference CV/23/4052, leaving a net negative figure. However, the Rent Statement lodged by the Applicant shows that only £656-25 was received from said deposit. Accordingly, from the £4281-96 originally claimed, there falls to be deducted £656-25, as opposed to £1312-50, as well as the £3516-15 previously awarded, leaving rent arrears due of £109-56, to be added to the total in preceding Paragraph 11.

14. Adding the totals in Paragraphs 11 & 14 gives a final total of £5256-56 to be awarded to the Applicant.

FINDINGS IN FACT

15. The parties entered into a PRT for the Property commencing 16 December 2020.

16. The rent in terms of same was £875 per calendar month, subsequently increased to £901 per calendar month from 1 August 2023.

17. The Respondents were continuously in arrears of rent from October 2021 and were evicted from the Property on or about 22 May 2024, by which time rent arrears stood at £4281-96, subsequently reduced to £3625-71 by partial application of their deposit paid at the start of the PRT.
18. Said figure also falls to be reduced by £3516-15 by virtue of Order dated 22 March 2024 already made in Tribunal case CV/23/4052, for rent arrears outstanding on said date, leaving a balance due of £109-56 of rent arrears.
19. The Respondents left the Property damaged and in a poor condition. Various items and debris required to be removed and/or reinstated. Walls, doors and kitchen taps required to be repaired and repainted. Various parts of the Property required to be cleaned. A new front door required to be bought and fitted as a result of sheriff officers requiring to force entry to evict the Respondents. Cleaning materials and paint required to be bought and a carpet cleaner required to be hired.
20. The Applicant incurred costs for materials, contractors and tradesmen of £5147 to clear the Property and remedy the damage left by the Respondents. The Respondents are liable for those costs.

REASONS FOR DECISION

21. The Tribunal was satisfied that the rent arrears and other costs had accrued per Rent Statement and other information produced by the Applicant.
22. That being so, the Tribunal considers it just to make an order for payment against the Respondents for £5256-56.
23. Said Order will be against the Respondents jointly and severally, reflecting their responsibility for payment of their obligations for the Property per Clause 1 of said PRT.

DECISION

24. To grant the order for payment sought by the Applicant jointly and severally against the Respondents in the sum of £5256-56.

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.

SR QUITHER

18 JULY 2026

Legal Member/Chair

Date