Housing and Property Chamber
First-tier Tribunal for Scotland

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/26/1965

Re: Property at 201, 2/2 Roxburgh Street, Greenock, PA15 4DA ("the Property")

Parties:

Wai Kei Tsang, Grant Dawe Llp,, Thames Wharf Studios, Rainville Road, London, W6 9HA ("the Applicant")

Mr Oisekhahumen Godspower Ibhadode, 95 Raby Street, Newcastle upon Tyne, NE6 2DL ("the Respondent")

Tribunal Members:

Ms H Forbes (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 should be granted in favour of the Applicant in the sum of £1020.

Background

1. This is a Rule 111 application whereby the Applicant was seeking an order for payment in the sum of £1020 in respect of damage to the Property during a private residential tenancy between the parties that commenced on 24th October 2024 and ended on 13th May 2025. The Applicant representative lodged a copy of the tenancy agreement and invoices for repairs.

2. Service of the application and notification of a Case Management Discussion was made upon the Respondent by Sheriff Officer on 10th September 2026.

The Case Management Discussion

3. A Case Management Discussion ("CMD") took place by telephone conference on 4th November 2026. The Applicant was not present and was represented by Ms Weston, Letting Agent. The Respondent was not in attendance. The start of the CMD was delayed to allow the Respondent to attend. The Respondent did not attend.

4. The Tribunal considered the terms of Rule 29 of the Procedural Rules. The Tribunal determined that the requirements of Rule 17(2) had been satisfied, and it was appropriate to proceed with the application in the absence of the Respondent.

5. Ms Weston explained that the Respondent locked himself out of the Property. Rather than contact a locksmith or the letting agent, he kicked the door in. There was a charge of £120 for making the Property safe. The door could not be fixed and had to be replaced at a cost of £600 plus VAT. When the tenancy ended, damage to the oven was discovered, and the oven had to be replaced at a cost of £300 plus VAT. Ms Weston said the Respondent had accepted liability for all costs and agreed to a payment plan, but no payment was forthcoming.

6. Ms Weston confirmed the Applicant would not be seeking the VAT on the door and oven as that had not been notified to the Tribunal when the final cost was calculated by the letting agent.

Findings in Fact and Law

7.

(i) Parties entered into a private residential tenancy agreement in respect of the Property that commenced on 24th October 2024 and ended on 13th May 2025.

(ii) In terms of clause 17 of the tenancy agreement, the Respondent agreed to take reasonable care of the Property. The Respondent failed to take reasonable care of the Property by damaging the door and the oven.

(iii) In terms of clause 21 of the tenancy agreement, the Respondent agreed not to damage the Property. The Respondent breached this obligation by damaging the door.

(iv) In terms of clause 24 of the tenancy agreement, the Respondent agreed to replace any damaged fixtures or fittings in the Property at the end of the tenancy. The Respondent did not replace the oven at the end of the tenancy.

(v) In terms of clause 25 of the tenancy agreement, the Respondent agreed to repair or replace, or pay the reasonable cost of repairing or replacing any destroyed or damaged contents where this was caused wilfully or negligently by the Respondent. The Respondent failed to pay the reasonable cost of repairing or replacing the door and the oven, having caused said damage wilfully or negligently.

(vi) In terms of clause 18 of the tenancy agreement, the Respondent agreed that he would be liable for the cost of repairs where the need

for them is attributable to his fault or negligence. The repairs paid for by the Applicant are attributable to the fault or negligence of the Respondent.

(vii) The Applicant is entitled to recompense from the Respondent for the cost of repairs.

Reasons for Decision

8. In terms of various clauses of the tenancy agreement, the Respondent agreed not to damage the Property or the fixtures and fittings. The Respondent agreed to take reasonable care of the Property. The Respondent agreed to pay the cost of repairs where the need for them was attributable to his fault or negligence. The Respondent caused damage to the Property. The Applicant incurred costs in repairing the damage and replacing fixtures. The Respondent is liable for said costs.

Decision

9. An order for payment is granted in favour of the Applicant in the sum of £1020.

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.

H Forbes

Legal Member/Chair

4th November 2026
Date