



**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/22/3997**

**Re: Property at 115 Morrison Drive, Aberdeen, AB10 7HB ("the Property")**

**Parties:**

**Mr Gillespie Ross and Keren Beveridge, 19 Charlton Avenue, Aboyne,  
Aberdeenshire, AB34 5GL ("the Applicants")**

**Mr Muhammad Ali Malik and Huzaifa Zahid, 25 Birch Close, Glasgow, G72 7LU;  
19, 1-2 Riccarton Street, Glasgow, G42 7NX ("the Respondents")**

**Tribunal Members:**

**Gillian Buchanan (Legal Member)**

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

At the adjourned Case Management Discussion ("CMD"), which took place by telephone conference on 21 June 2023, the Applicants were in attendance. The Respondents were neither present nor represented.

The tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("the Rules") had been satisfied relative to the Respondents having received notice of the CMD and determined to proceed in the absence of the Respondents in terms of Rule 29.

In particular intimation of the CMD was made to the First Respondent by recorded delivery post on 26 May 2023 and was delivered and signed for by "Malik" on 27 May 2023. Intimation of the CMD was made to the Second Respondent by email on 26 May 2023.

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that:-**

**Background**

A CMD took place by telephone conference on 23 February 2023 at which the Applicants and the Respondents were present.

In the time available on 23 February 2023 the CMD could not be completed. A number of claims are made by the Applicants against the Respondents. The tribunal required to adjourn the CMD so that the parties could finalise their representations to enable the Tribunal to understand and articulate the agreed and disputed issues between the parties.

At the CMD 23 February 2023, the parties made the following representations: –

*i. Rent*

*For the Applicants -*

The Respondents physically vacated the Property on 6 June 2022. However, the end of the tenancy term was 4 July 2022 and rent is payable by the Respondents to that date.

The deposit of £550 previously paid by the Respondents was uplifted by the Applicants agents, Martin & Co., and is offset against the total sums claimed in the application.

*For the Respondents*

The Respondents confirmed they had no objection to the deposit being uplifted.

The Respondents agreed that they removed on 6 June 2022 and that they are liable for rent outstanding from 10 May 2022 to 6 June 2022.

However, the Respondents stated that they are not liable for any rent from 6 June 2022 to 4 July 2022. The Respondents said they felt forced to leave the Property because the situation became unbearable. They were being cruelly treated by the Applicants' agent especially the case handler "Kevin". Any grievance the Respondents made was not upheld and if any grievance was upheld the response was not to the standard agreed.

The Tribunal asked why the Respondents did not give notice to leave the Property. The Respondents stated that they contacted Kevin and outlined issues that were not resolved. They did this several times a week. For example a Hoover was asked for several times and was never resolved. Several lightbulbs were out and even though replaced the Property was poorly lit and the Respondents could not see property see properly. The Respondent felt that they were not receiving basic living standards.

The Respondent indicated to Kevin that they needed a break and asked if Kevin could make sure a Hoover was within the Property for their return. He agreed. When the Respondents returned the Hoover was not there and therefore the Respondents moved out completely.

The Respondents had ongoing mental health issues and were receiving support for those. However, their position was made more difficult due to their living conditions. The Respondents did not speak to the Applicants directly about their mental health issues.

The Second Respondent stated that three months rent was paid upfront and that the Applicants took advantage of and neglected the Respondents. The Respondents asked for a number of items before they moved in. For example, the Respondents needed a double bed and a bigger table in the kitchen. These issues were raised at

the start of the tenancy and previously. The Respondents asked for these items to be provided before they moved in but this was not done.

A bigger table was supplied at the start of the tenancy but it was not up to standard. The table size had been agreed. The Applicants' agent said the table provided was fine. It was shaky and wobbly.

*For the Applicants -*

With regard to the Hoover the Applicants stated that they heard no issue about the Hoover until the Respondents had not paid their rent for the period beginning 10 May 2022. The Applicants' agent was chasing the Respondents to pay rent and the Hoover would not be provided to the Respondents until the rent had been paid. The Hoover had been broken by the Respondents. The Applicants used it subsequently to do some cleaning.

With regard to the lighting, the contractor checked the lighting and prepared the Electrical Installation Condition Report. It is not the Applicants' responsibility to replace lightbulbs. If the missing lightbulbs in the ceiling had been replaced by the Respondents the lighting would have been adequate.

With regard to the table, the Applicants agreed to provide a desk and chair. These were put into the Property prior to the Respondents moving in. The Applicants also agreed to replace the single bed with a double bed and this was provided on 24 November 2021 after the Applicants were able to source an alternative. The Applicants agreed that the bed was not initially replaced but was ultimately provided.

*ii. Electricity*

*For the Applicants -*

The Applicants stated that there is a prepayment meter in the Property and £14.99 is due for electricity charges for the period to 4 July 2022. The meter had run out completely or had a very small credit and the Applicants required to top it up in order to deal with the cleaning of the Property etc following the Respondents removal.

*For the Respondents -*

The Respondents said they had no responsibility for payment of the electricity charges as those charges accrued after they departed on 6 June and they are not responsible for rent or any other charges after that date.

*iii. Clearing respondents belongings.*

*For the Applicants -*

The Applicants stated that they cleared the Property themselves with the assistance of a friend. Ten bin bags were filled along with 16 carrier bags and they also required to remove a mattress, airfryer, chair, sandwich toaster, TV box, hamster cage and various boxes.

*For the Respondents -*

The Respondents agreed that they left behind certain belongings. They were aware and understood that costs would accrue but initially considered the claim made by the Applicants to be inflated. Items left were minor. The Respondents subsequently accepted that they should be liable for the costs claimed of £139.39.

*iv. Cleaning*

*For the Applicants -*

The Applicants stated that it took two people three days to clean the Property. They undertook the cleaning themselves. They stay 30 miles away and therefore travel costs for trips to and from the Property amounted to an additional £93 with £30 for cleaning materials including carpet cleaning. The amount claimed is reasonable.

*v. Damaged Items*

*For the Applicants -*

With regard to damaged items, the Applicants required to repair one of the wardrobe doors as the hinge had broken, replace sealant around the bath and repair damage to walls and carry out painting. The sums claimed include a third party invoice together with their own time and travel.

*vi. Replacement of missing items*

*For the Applicants -*

With regard to the replacement costs the Applicants stated that a chair was missing and they had to replace the chair from the own house. The chair was part of a pair with one being in the Property and the other at their home. The chair from their home is now in the Property and a replacement chair had to be purchased at a cost of £96. A bin was missing at a cost of £15 together with the cost of replacing the vacuum cleaner at £69. Damage was caused to a freezer door and the Applicants were waiting on a part being received to allow a repair to be affected. There were also missing utensils and lightbulbs.

At the point of the CMD being adjourned the Tribunal had not heard from the Respondents on iv. to vi. above.

**The CMD on 21 June 2023**

The CMD was scheduled to commence at 2.00pm. The CMD commenced at 2.14pm by which time the Respondents had not joined the call.

The tribunal satisfied itself that intimation of the CMD had been made to the Respondents and decided to proceed in their absence as described above.

The tribunal enquired of the Applicants as to whether there had been any dialogue between the parties with regard to the application subsequent to the CMD on 23 February. The Applicants explained that the only communications between the parties was relative to a company that the Second Respondent had registered to the Property. The Second Respondent is the sole shareholder of the company. The Second Respondent is a Director of the company along with a third party whose address is also given as the Property. The Applicants had emailed the Second Respondent stating what required to be done to "de-register" the company from the Property. The Second Respondent did what the Applicants requested. However, the address of the other Director remains at the Property.

The Applicants confirmed that the deposit of £550 recovered by them ought to be offset against their total claim of £2,113.76 leaving a balance due of £1,563.76.

## **Findings in Fact**

- i. The Applicants leased the Property to the Respondents in terms of a Private Residential Tenancy Agreement ("the PRT") dated 10 September 2021.
- ii. The PRT started on 10 September 2021.
- iii. The rent payable in terms of the PRT was agreed to be £550 per calendar month payable in advance on the 6<sup>th</sup> day of each month.
- iv. The Respondents also paid a deposit of £550 in terms of Clause 12 of the PRT.
- v. The Respondents vacated the Property on 6 June 2022.
- vi. The PRT ended on 4 July 2022.
- vii. The Applicants have recovered the deposit of £550 from the tenancy deposit scheme.
- viii. The Respondents are due to pay to the Applicants rent of £1,002.05 for the period to the end of the tenancy to 4 July 2022.
- ix. The Respondents are due to pay to the Applicants electricity charges of £14.99.
- x. The Respondents are due to pay to the Applicants sums associated with their breach of Clause 27 of the PRT being costs associated with the Applicants' clearing the Property of the Respondents possessions amounting to £139.99.
- xi. The Respondents are due to pay to the Applicants sums associated with their breach of Clauses 19 and 28 of the PRT being cleaning costs of £483.30, costs for replacing damaged items of £246.09 (the damage being to one of the wardrobe doors, sealant around the bath and to walls requiring redecoration) and costs of replacing items removed of £227.94 (the items removed being a chair, a bin, replacement of a missing part caused by damage to a freezer door and utensils and light bulbs). These sums total £1,111.71.
- xii. The Respondents are therefore due to pay to the Applicants £1,563.76, being the outstanding rent of £1,002.05 plus the additional costs detailed in paragraph ix. immediately above of £1,111.71 less the deposit of £550 offset in terms of Clause 12 of the PRT.

## **Reasons for Decision**

Whilst the Respondents attended and participated in the CMD on 23 February 2023, they did not submit any representations to the Tribunal for and did not attend the CMD on 21 June 2023. The CMD continued until 2.29pm and the Respondents had still not joined the call or provided any explanation for their absence.

In the absence of the Respondents the Tribunal concluded that they were no longer insisting on their defence to the application. The factual background narrated by the Applicants within the application papers and orally at the CMDs was therefore accepted by the Tribunal.

The Respondents no longer insisting on their defence the Application, the Tribunal therefore accepted the Applicants' representations made an order for payment of the sum of £1,563.76.

## **Decision**

Grants an order against the Respondents jointly and severally for payment to the Applicants of £1,563.76.

## **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.**

21 June 2023

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**Legal Member/Chair**

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**Date**