



**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/25/3147**

**Re: Property at 44 Park Avenue, Milngavie, Glasgow, G62 6QR (“the Property”)**

**Parties:**

**Mr Jack Rice, 37 Gadloch Street, Glasgow, G22 6LS (“the Applicant”)**

**Ms Angela Innes, Mr Joseph Wynne, 1F Halls Vennal, Ayr, KA8 8DE; 34e Swallow Road, Clydebank, Glasgow, G81 5DP (“the Respondents”)**

**Tribunal Members: Ruth O’Hare, Legal Member**

**Decision (in absence of the second Respondent)**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondents are lawfully due to pay the sum of Two thousand two hundred and fifty four pounds and eleven pence (£2254.11) Sterling to the Applicant under the terms of the contract between the parties.

The Tribunal therefore made a payment order against the Respondents in the sum of £2254.11.

**Background**

- 1 This is an application for a payment order under rule 111 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 71 of the Private Housing (Tenancies) (Scotland) Act 2016. The Applicant sought to recover rent arrears and damages from the Respondent in the sum of £2254.11.
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 17 December 2025. The Tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules. All parties were invited to make written representations in advance of the CMD.

- 3 On 29 October 2025 the Tribunal received written representations from the first Respondent, Angela Innes.
- 4 On 1 November 2025 the Tribunal received written representations from the second Respondent, Joseph Wynne.
- 5 On 18 November 2025 the Tribunal received written representations from the Applicant.
- 6 On 28 November 2025 the Tribunal received a further email from the first Respondent advising that she would like to arrange a payment plan to pay the arrears. The Tribunal resent the first Respondent the time to pay direction application and accompanying guidance.

### **The CMD**

- 7 The CMD took place on 17 December 2025. The Applicant was present and represented by his mother Mrs Janice Rice. The first Respondent joined the call and advised that the second Respondent did not intend on participating. The Tribunal had noted the terms of his written representations in which he had stated he had no role in the conduct of the tenancy and requested to be excused from attending the CMD. He had been subsequently advised by the Tribunal that it was in his interests to attend as it could proceed to a decision in his absence. The Tribunal was therefore satisfied that he was aware of the proceedings and determined to proceed with the CMD.
- 8 The Tribunal proceeded to hear submissions from the parties on the application. The following is a summary of the key elements of the submissions relevant to the Tribunal's determination of the application.
- 9 Mrs Rice confirmed that the Applicant sought an order for payment in the sum of £2254.11. The amount consisted of rent arrears and costs incurred to restore the property to its original condition following the termination of the tenancy which the Respondents were liable for.
- 10 Ms Innes outlined issues she had experienced during the tenancy but explained that she did not intend on defending the claim and simply wished the matter concluded. She was prepared to agree a payment plan with the Applicant.

### **Findings in fact**

- 11 The Applicant is the owner and landlord, and the first Respondent was the tenant, of the property in terms of a private residential tenancy agreement. The second Respondent was the Respondent's guarantor.
- 12 The tenancy terminated on 31 July 2024.
- 13 As at the date of termination rent arrears of £1281.80 were outstanding.

- 14 The Applicant has incurred costs in restoring the property to a reasonable condition following the termination of the tenancy. The Applicant required to carry out cleaning, redecoration, and place belongings left by the first Respondent into storage. The total costs incurred by the Applicant amounted to £1722.31.
- 15 The Applicant has received the first Respondent's tenancy deposit in the sum of £700.
- 16 The Respondents are due to pay the sum of £2254.11 to the Applicant under the terms of the tenancy agreement and the guarantor agreement between the parties.

### **Reasons for decision**

- 17 The Tribunal was satisfied that it could reach a decision at the CMD and it would not be contrary to the interests of the parties. The first Respondent had confirmed that she did not wish to defend the claim. The second Respondent did not attend the CMD but had been in touch with the Tribunal and had been made aware that the Tribunal could proceed to a decision in his absence.
- 18 The Applicant's claim was supported by extensive documentary evidence which included the tenancy and guarantor agreements, rent statement, photographs of the property, and corresponding invoices. The Tribunal therefore accepted that the claim had been properly established and that the Respondents were liable to pay the sum of £2254.11 to the Applicant. On that basis there was no requirement to proceed to a hearing in this case.
- 19 The Tribunal accordingly made an order for payment in the sum of £2254.11.

### **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.**

**Ruth O'Hare**

**17 December 2025**

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**Legal Member/Chair**

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**Date**