



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 Rules of Procedure 2017

Chamber Ref: FTS/HPC/CV/25/3816

Re: Property at 3 Kirk Street, Strathaven, ML10 6LB (“the Property”)

Parties:

Brackstone Property Ltd, 1 Ballewan Crescent, Blanefield, G63 9HW (“the Applicant”)

Mr Dale Hayward, formerly residing at 3 Kirk Street, Strathaven, ML10 6LB (“the Respondent”)

Tribunal Members:

Fiona Watson (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicant:

Sum of TWO THOUSAND ONE HUNDRED AND FORTY-ONE POUNDS AND FIFTY PENCE (£2,141.50) STERLING

- **Background**
 1. An application was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order against the Respondent in relation to rent arrears and other costs accrued under a private residential tenancy agreement.

- The Case Management Discussion
2. A Case Management Discussion (“CMD”) took place on 2 April 2026 by conference call. Mr Colin Ashford appeared on behalf of the Applicant. There was no appearance by or on behalf of the Respondent. The application had been served by way of website advertisement between 9 March 2026 and 2 April 2026 in terms of Rule 6A of the Rules, due to the Respondent’s current whereabouts being unknown. The Tribunal was accordingly satisfied that the CMD could proceed in the Respondent’s absence.
 3. The Applicant’s representative moved for the order for payment to be granted in the sum of £2,141.50. The parties had entered into a Private Residential Tenancy Agreement (“the Agreement”) which commenced 3 November 2022. The Respondent vacated the Property in December 2025. At the termination of the tenancy, there were rent arrears due of £1,726.50. Further, following an end of tenancy inspection, it was noted that the property was not left in a satisfactory condition. There were belongings left behind which required to be cleared, cleaning required, and a broken hob replaced. Further, Sheriff Officers were instructed to serve a Notice to Leave, the costs of which was claimed as part of the application in terms of Clause 8 of the Agreement. Invoices setting out the costs were lodged with the application and came to a total of £1,090. A deposit of £675 had been retained and deducted from the balance due.

- Findings in Fact

4. The Tribunal made the following findings in fact:
 - (i) The parties entered into a Private Residential Tenancy Agreement (“the Agreement”) which commenced 3 November 2022;
 - (ii) In terms of Clause 8 of the Agreement, the Respondent was obliged to pay a monthly rent of £489 to the Applicant, as well as any expenses incurred by the Landlord in pursuing the tenant for payment of unpaid rent.;
 - (iii) In terms of Clause 17 of the Agreement, the Respondent was obliged to take reasonable care of the let Property and to take all reasonable steps to ensure the Property and its’ fixtures and fittings are kept clean during the tenancy;
 - (iv) In terms of Clause 25 of the Agreement, the Respondent agreed to replace or repair (or pay the cost thereof) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted;
 - (v) In terms of Clause 37.9, the Respondent was obliged to keep the Property and the contents thereof in a good and clean condition;
 - (vi) The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £1,726.50
 - (vii) The Respondent was in breach of Clauses 17, 25, and 37.9 and is liable for the cost of rectifying same, in the sum of £1,090.

- Reasons for Decision

5. The Tribunal was satisfied that the Applicant was entitled to the sum as sought. The Respondent was obliged to make payment of rent in the sum of £489 per

month under Clause 8 of the Agreement and had failed to do so. They had accrued arrears amounting to £1726.50 and which fell lawfully due to be repaid to the Applicant. The Tribunal was satisfied that the Respondent was liable for the damages, cleaning costs and Sheriff Officers fees totalling £1,090, due to their breaches of Clauses 17, 25, and 37.9 of the Agreement. Accordingly, the Applicant was entitled to the Order for Payment in the sum of £2,141.50 as sought.

- Decision
6. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent for payment of the undernoted sum to the Applicant:

Sum of TWO THOUSAND ONE HUNDRED AND FORTY-ONE POUNDS
AND FIFTY PENCE (£2,141.50) STERLING

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.

F Watson

Legal Member/Chair

Date: 2 April 2026