

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**

Chamber Ref: FTS/HPC/CV/26/0936

Re: Property at 18 Sighthill Road, Edinburgh, EH11 4PD (“the Property”)

Parties:

Ms Sheila McKay, 28 Newbattle Terrace, Edinburgh, EH10 4RT (“the Applicant”)

Mr William Greig, previously residing at 18 Sighthill Road, Edinburgh, EH11 4PD and whose present whereabouts are unknown (“the Respondent”)

Tribunal Members:

Shirley Evans (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondent in favour of the Applicant in the sum of SIXTEEN THOUSAND FOUR HUNDRED AND FIFTY-SIX POUNDS AND SIXTY-SIX PENCE (£16456.66) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.

Background

1. This is an action for rent arrears and damages raised in terms of Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy of a Private Residential Tenancy Agreement between the parties dated 28 August 2020, and a rent statement.
3. On 27 February 2026, the Tribunal accepted the application under Rule 9 of the Regulations.

4. On 8 June 2026 the Tribunal enclosed a copy of the application and invited the Respondent to make written representations to the application by 26 June 2026. The Tribunal advised parties that a Case Management Discussion ("CMD") under Rule 17 of the Regulations would proceed on 13 July 2026. This paperwork was unable to be served on the Respondent as his whereabouts were unknown. The application was thereafter served on the Respondent by advertisement in terms of Rule 6A of the Rules. A copy of the Execution of Service was received by the Tribunal administration and placed before the Tribunal.
5. On 18 June 2026 the Applicant lodged a copy of the inventory issued to Mr Greig on 28 August 2020 and photographs. She also moved the Tribunal to amend the sum sought to include increased rent arrears and damages after the Respondent was evicted from the Property and included various invoices and a rent statement to the end of the tenancy.

Case Management Discussion

6. The Tribunal proceeded with a CMD on 13 July 2026. The Applicant Ms McKay appeared on her own behalf. There was no appearance by or on behalf of the Respondent despite the CMD starting 5 minutes late to allow him plenty of time to join the call. The Tribunal was satisfied the Respondent had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in his absence.
7. The Tribunal had before it the Private Residential Tenancy Agreement between the parties dated 28 August 2020 with inventory, photographs, the application to amend with Sheriff Officer's fee note, invoices from McKenna Property Maintenance, L and J Total Clean Ltd, invoices from NGT Landscaping and the rent statement. The Tribunal considered these documents.
8. The Applicant submitted that the Respondent had left the Property in a very chaotic and filthy condition after he was evicted on 30 April 2026. The living-room carpet was missing, there was broken furniture in the loft storage area, a filthy kitchen and bathroom, along with personal belongings and furniture scattered throughout the Property. The garden was completely overgrown with weeds and flowerbeds indefinable. The driveway was completely overgrown with weeds. The Applicant referred to the photographs lodged and compared them to the photographs in the inventory. She wished to claim for damages as well as the rent arrears to the end of the tenancy.
9. The Tribunal took the Applicant through her list of arrears and damages. Arrears were £14 623.14 at the termination. It had cost £120 to serve the Notice to Leave and £115.52 to have Sheriff Officers to serve it. She had paid £175 for an EICR dated 25 March 2026 which had to be ordered after the Respondent remained in the Property after the Notice to Leave was served. She claimed £300 for the fees for bringing the eviction action to the Tribunal,

Sheriff Officers fees for eviction of £323.04, £156 for a gas safety check dated 6 January 2026, £180.00 for the lock change and new keys, cleaning costs of £1,983.00 and two receipts for the garden tidy up of £150 and £380. She explained she recovered the full deposit at the end of the tenancy of £1,095.00 which should be deducted from the total.

Reasons for Decision

10. The Tribunal considered the issues set out in the application together with the documents lodged in support, including the tenancy agreement and the rent statement. Further the Tribunal considered the submissions made by Ms McKay.
11. The Tribunal was satisfied that the arrears had increased from the date of application and that further damages had been sustained by the applicant. Accordingly, the Tribunal allowed the sum sought to be amended in terms of Rule 14A of the Regulations.
12. In this regard, the Tribunal noted the terms of the tenancy agreement and the rent statement which set out how the arrears had arisen. The Applicant had produced evidence of persistent non-payment of rent. The Tribunal was satisfied that arrears were £14,623.14 at the termination. The Tribunal was also satisfied that in terms of the tenancy agreement the Applicant was entitled to her losses of £120 for the Notice to Leave, the Sheriff Officers fees of £115.52, £180 for the change of locks, cleaning costs of £1,983.00 and the garden tidy up of £530. The Tribunal was not prepared to award what effectively amounted to expenses in the eviction application, not being a matter which was before the Tribunal, nor the costs of eviction. Further the Tribunal was not prepared to award the Applicant the costs of the gas safety certificate or the EICR as she would have been obliged to pay these expenses regardless as the Respondent was entitled to remain in the Property after the Notice to Leave became live until the Tribunal terminated the tenancy. These points were accepted by the Applicant. The Tribunal was satisfied that the Applicant had fully recovered the deposit of £1,095 and took that figure into account in determining its award. Further the Tribunal considered the Respondent had not disputed the application.
13. In the circumstances the Tribunal was satisfied on the basis of the documents lodged, together with Ms McKay's submissions that an order for payment in favour of the Applicant should be made.

Decision

14. The Tribunal granted an order for payment of £16,456.66 in favour of the Applicant.

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.

Shirley Evans

14 July 2026

Legal Member

Date