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 Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended ("the Regulations")

Chamber Ref: FTS/HPC/CV/25/1806

Re: Property at 6A Strathmore Street, Broughty Ferry, Dundee, Angus, DD5 2NL ("the Property")

Parties:

Mr Ashley Watson, 3480 rue du Joybert, Quebec, Quebec, G1P 1A7, Canada ("the Applicant")

Ms Eileen Desmond, 4 Balfour Place, Carnoustie, Angus, DD7 7AH ("the Respondent")

Tribunal Members:

Nicola Weir (Legal Member) and Ahsan Khan (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for payment by the Respondent in the sum of £1,270.64 should be made in favour of the Applicant.

Background

1. By application received on 28 April 2025, the Applicant sought an order for payment against the Respondent in the sum of £2,099 in respect of rent arrears of £1,120 (August - 18 September 2024) and damages and other costs of £979 said to have been incurred by the Applicant due to the condition in which the Property had been left by the Respondent. The breakdown of the £979 claimed was as follows:-

    - Gardening costs from August 2024 - £260
    - Clearing & cleaning costs - £360

- Bulky items uplift costs - £305
- Tracing fee in respect of Respondent - £54

Supporting documentation was lodged with the Tribunal, including a copy of the tenancy agreement, a rent statement, photographs of the condition of the Property, invoices/receipts in respect of the costs claimed, correspondence to the Respondent and messages between the parties.

2. On 30 June 2025, following initial procedure, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance in respect of the application in terms of Rule 9 of the Regulations. Papers were thereafter served on the Respondent at their new address by Sheriff Officer on 23 October 2025.

3. The Applicant contacted the Tribunal on 22 October 2025, in response to guidance documentation received from the Tribunal about giving evidence from abroad, to explain that he and his wife would be attending the CMD and were resident in Canada. The Tribunal Administration responded in explanation of the position.

4. The Respondent initially responded to the Tribunal by email dated 2 November 2025, when she sought further time to respond to the claim. This was agreed by the Tribunal. The Respondent subsequently lodged written representations on 28 November 2025, denying the damages part of the claim and attaching some supporting documentation including photographs of the Property and garden and a tenancy reference she had obtained from the Applicant dated 9 June 2024.

Case Management Discussion

5. The CMD took place by telephone conference call on 11 December 2025 at 11.30am. The Applicant, Mr Watson, was in attendance, accompanied by his wife, Mrs L Watson, in a supportive capacity. The Respondent, Ms Desmond, also attended, accompanied by a Ms Selby, in a supportive capacity.

6. Following introductions and introductory comments by the Legal Member, she also explained the purpose of the CMD. Reference was made to the application paperwork and the written representations lodged by the Respondent. It was noted that the Respondent admitted to some of the rent arrears (£925) but denied the remainder of the claim and wished to oppose it. Detailed discussions took place regarding the parties' respective positions.

7. The Legal Member confirmed that she would require to adjourn this application to an Evidential Hearing, given that there are several issues in dispute between the parties and to allow the matter to be heard by a full Tribunal. It also appeared that parties may wish to lodge further documentary evidence in further support of their respective claims and to consider any witnesses that they wished to give evidence on their behalf. The Legal Member stated that she

would issue a Direction to both parties regarding requirements to be met in advance of the Evidential Hearing including further documentation to be lodged and details of any witnesses. It was agreed that the Evidential Hearing would require to take place by way of video-conferencing. There was also discussion regarding a possible resolution of matters between the parties outwith the Tribunal process and parties were asked to confirm their position to the Tribunal should any settlement be reached. Parties were thanked for their attendance and the CMD concluded.

8. Following the CMD, a CMD Note detailing the discussions which had taken place was issued to parties, together with a formal Direction regarding the lodging by parties of any further documentary evidence and details of any witnesses. The requirements of the Direction were as follows:-

> *"1. The Applicant is required to lodge:-*
>
> *(a) An inventory or list of any documentation/further documentation upon which he wishes to rely at the Evidential Hearing in support of his position, together with numbered copies of said documentation;*
> *-said documentation may include any further photographs showing the condition of the Property and garden at the outset of the tenancy or during the tenancy; any other relevant communications between parties which have not already been lodged.*
>
> *(b) A list of any witnesses that he wishes to call to give evidence at the Evidential Hearing, and to make arrangements for the attendance at the Hearing of any such witnesses.*
>
> *2. The Respondent is required to lodge:-*
>
> *(a) An inventory or list of any documentation/further documentation upon which she wishes to rely at the Evidential Hearing in support of her respective position, together with numbered copies of said documentation;*
> *-said documentation may include any correspondence, photographs or other documentation relevant to her opposition to the Applicant's claims for recovery of unpaid rent, damages or other costs.*
>
> *(b) A list of any witnesses that she wishes to call to give evidence at the Evidential Hearing, and to make arrangements for the attendance at the Hearing of any such witnesses.*
>
> *The documentation referred to above should be lodged no later than 21 days prior to the Evidential Hearing to be fixed in respect of this application."*

9. An Evidential Hearing was subsequently scheduled to take place by video-conference on 8 June 2026 at 10am and parties notified accordingly.

Further Procedure

10. On 25 May 2026, the Applicant lodged written representations confirming that he did not intend to call any witnesses at the hearing and attaching some email correspondence between the parties dated between 11 December 2025 and 23 January 2026. These emails were in respect of a proposed settlement between parties. The Respondent maintained that she was only willing to pay £925 (as per discussions at the CMD) and offered to pay this at the rate of £15 per calendar month.

11. There was no response from the Respondent to the Tribunal's formal Direction issued after the CMD. However, on 4 June 2026, the Respondent emailed the Tribunal, requesting a postponement of the Evidential Hearing on the basis that she was having to travel to Doncaster to be with her father who was in poor health and was being transferred into a care home facility. This email request was received late in the day and was not processed by the Tribunal Administration until the afternoon of 5 June 2026 (Friday), when it was circulated to the Applicant and the Tribunal Members. The Tribunal Members did not have time to consider the postponement request prior to the morning of the Evidential Hearing, 8 June 2026 (Monday).

12. In the early hours of the morning on 8 June 2026, the Applicant emailed the Tribunal, stating that as he had received no update on the postponement request, he was intending to join the video-conference hearing at 10am GMT. He explained that he would be joining from Quebec and regarding the time difference, which he advised was 5 hours behind GMT. Again, although this email was circulated to the Respondent and Tribunal Members on the morning of 8 June 2026, there was insufficient time for any response to be sent to parties.

Evidential Hearing – 8 June 2026

13. The Evidential Hearing involved the present Legal Member and a different Ordinary Member, Ms Elaine Munroe. It commenced by video-conference on 8 June 2026 just after 10am. The Applicant, Mr Watson, was in attendance, again accompanied by his wife, Mrs L Watson, in a supportive capacity. The Respondent, Ms Desmond did not attend, despite being given a few extra minutes to join late.

14. There was discussion regarding the Respondent's postponement request and the relevant procedures and timing of the request. Mr Watson indicated that he was aware of the Respondent's father's circumstances and that the Respondent did visit Doncaster to visit her father. However, he confirmed that the Respondent also had a brother who lived in Doncaster and shared caring responsibilities, so thought that the Respondent may still have been able to join the hearing and may just be trying to delay the matter. He accordingly opposed the postponement as he was ready to proceed today and was not prepared to

accept the Respondent's settlement offer of £925. He confirmed that there had been no further communication from the Respondent direct on that matter.

15. There was a brief adjournment to allow the Applicant to discuss with his wife and for the Tribunal Members also to have a private discussion regarding the postponement request. On re-convening, the Legal Member advised that the Tribunal was prepared to grant the Respondent's postponement request on this occasion, on the basis that she had entered the Tribunal process and clearly opposed the application and wished the application adjourned to a further hearing. The Tribunal had been unable to consider the postponement request in advance, so the Respondent was unaware whether or not it was being granted. The Tribunal had noted, however, the inconvenience caused to the Applicant, particularly in view of the time difference; that he opposed the postponement; that the Respondent had not responded to the Tribunal Direction issued following the CMD, although had indicated at the CMD that she had further documentation that she would be able to lodge in support of her position; the timing of her postponement request; and that she had not lodged any supporting documentation in respect of her postponement request. It was accordingly explained to Mr Watson that the Tribunal would issue a formal Direction to the Respondent today, requesting that she comply with it within a period of 21 days to clarify her up to date position in respect of the application and lodge any further supporting documentation previously requested by the Tribunal. It would also be explained to the Respondent, in terms of a Hearing Note, that any further postponement requests must be intimated as far as possible in advance of any further hearing and be accompanied by some supporting documentation. It was again explained to Mr Watson that, if there is any settlement reached between parties, outwith the Tribunal process, the Tribunal should be advised accordingly. Finally, possible dates were canvassed for the adjourned hearing and the Legal Member confirmed that she would instruct Scheduling that this should take place as soon as possible (hopefully during September/October 2026). Mr Watson was thanked for his attendance and the hearing concluded.

16. Following the hearing, parties were issued with a Hearing Note and a Direction which stated as follows:-

> *"The Respondent is required to lodge:-*
>
> *(a) Written representations confirming her up to date position with regard to this application and, in particular, if the application is still opposed in part or in full. If the Respondent still admits part of the claim against her, she should confirm the figure she is prepared to pay to the Applicant, together with her proposals for payment of that sum;*
>
> *(b) An inventory or list of any documentation/further documentation upon which she wishes to rely at the Evidential Hearing in support of her respective position, together with numbered copies of said documentation;*

-said documentation should include any correspondence, photographs or other documentation relevant to her opposition to the Applicant's claims for recovery of unpaid rent, damages or other costs.

(c) A list of any witnesses that she intends to call to give evidence on her behalf at the adjourned Evidential Hearing.

The documentation referred to above should be lodged no later than 21 days from today's date, namely by 29 June 2026."

Further Procedure

17. On 24 June 2026, the Respondent lodged written representations. She explained that she was still in Doncaster in connection with her father and that, although she has brothers, she is mainly dealing with matters; she is having the paperwork sent to her but cannot currently work and entered into an "IVA" approved by creditors on 3 June 2026; she commented on the various heads of claim and maintained her position that she accepts that rent was owing for August 2024 and for the period 1-18 September 2024, which she calculates as £925, but denies all other heads of claim. She provided some further background information and two short emails stated to be from neighbours, confirming that she had maintained the tenancy property well. She stated that she was only able to offer £10 per month, due to her current financial circumstances. She mentioned that she would lodge further emails, from her brother and Ms Selbie and that she was trying to locate receipts for bulky items she removed herself from the property. She made reference to specific pages of the case papers at various points.

18. On 12 August 2026, parties were issued with notification of the details of the further Evidential Hearing, scheduled to take place on 30 September 2026.

19. On 18 September 2026, the Applicant lodged further detailed written representations in support of his claim and rebutting the arguments put forward by the Respondent. He referred to the relevant pages of the case papers throughout. He also lodged some previous Tribunal Decisions in support of various aspects of his claim, having highlighted the relevant parts for the Tribunal's assistance.

Evidential Hearing – 30 September 2026

20. The Evidential Hearing took place by video-conference on 30 September 2026, commencing at 10am. The Applicant, Mr Watson, was in attendance, again accompanied by his wife, Mrs L Watson, in a supportive capacity. The Respondent, Ms Desmond, was also in attendance.

21. Ms Desmond indicated at the outset that she was currently in her friend's house in Dundee, as her own property had been damaged by a neighbour's house fire

which had occurred the previous week. She had not been able to return home as it had been deemed unsafe and did not have any of her paperwork relating to the case. She appeared upset but indicated that she wished to proceed with the hearing as she would like the matter concluded. The Tribunal indicated that they would proceed but that she should indicate if her position changed or she required an adjournment.

22. Neither party had any witnesses, or late paperwork to lodge and had both had sight of all prior documentation lodged by the other party. The Legal Member summarised the background procedure which had taken place and ascertained that there had been no change in either party's position. Mr Watson was seeking the full amount claimed, of £2,099, and the Respondent admitted the sum of £925 was owing in respect of rent only. No further discussions had taken place between the parties regarding a possible settlement. The process to be followed was explained and the Evidential Hearing proceeded, with both parties giving evidence on their own behalf and answering any questions from the other party and from the Tribunal Members. It was agreed at the outset to deal with each head of claim in turn, hearing evidence from each of the parties on each head of claim.

23. Mr Watson gave evidence as to the background circumstances of the tenancy, owned by himself and his sister, and the reasons that they had decided to sell. He had discussed matters with the Respondent in advance and had wanted to assist her in any way he could. However, once notice was served, their relationship deteriorated and communication became limited and the situation challenging.

    (1) Rent Arrears - £1,120

    Mr Watson explained that the rent was initially not paid for July 2024, but was subsequently paid. However, rent for August was not paid and remains outstanding as does the rent for part of September. His position was that his estate agent had visited the Property on 16 September 2024 to find that the Respondent was still in the course of moving out. The keys were not available until 18 or 19 September, when their mutual friend had left a set under the doormat for collection.

    Ms Desmond explained that she found the situation very difficult, being given such a short period of notice after such a long tenancy. She was working nights and had difficulty sourcing alternative accommodation. She felt very pressurised by the Applicant. She agreed that rent had not been paid for the month of August 2024 and for the part of September 2024 up to the date she vacated. She explained that she had left the other keys in the house and that the last set was left under the doormat. She has been prepared to pay the sum of £925 in respect of rent since the outset of these proceedings, being her calculation of the amount owing.

    Mr Watson explained how he had calculated the amount of rent due and, on being asked by the Tribunal, confirmed that he was prepared to accept 16

September 2024 as being the end date of the tenancy and also the Tribunal's calculation of the amount due.

(2) Garden Maintenance (Tidy-Up Costs) - £260

Mr Watson explained that he respected Ms Desmond's wish not to have viewers at the Property whilst she was still living there. However, he did want the garden maintained whilst she was there and she seemed to have stopped tending to it. It had become untidy and overgrown. He considered this a breach of her tenancy agreement which required her to maintain the garden in a reasonable manner. He explained that he had originally obtained a quote from the gardening contractor for £700 but before the contractor could attend, Ms Desmond had arranged to have the lawn roughly mowed. When the contractor did attend, he provided a reduced quote of £260, given that the grass had been cut. He had removed overgrown foliage and weeds.

Ms Desmond stated that the Property had a large garden and lawn and she had always maintained these well. She conceded that she did not mow the lawn from May ('no mow May') to July 2024 as she was feeling under pressure and had a lot on. However, her position was that she would have attended to the garden before she left and did not like the idea of the Applicant instructing a gardener to attend while she was still living there during the notice period. She did not consider it her responsibility, as a tenant, to cut back trees and large foliage. She was only required to maintain the garden to a reasonable standard, not to bring it up to selling standard. She did not consider the Applicant to have acted reasonably towards her concerning this matter, especially given the background circumstances.

(3) Property Cleaning - £360

Mr Watson stated that he did not contest the witness statements produced by Ms Desmond or that she had kept the Property in good condition during the tenancy. However, he was guided by his estate agent who had inspected the Property once Ms Desmond vacated. He had said that it had not been left in a reasonable state and that personal items had been left in the Property. The estate agent took some photographs for the Applicant and suggested a cleaning company that he knew of.

Ms Desmond's position was that she had cleaned, hoovered and mopped before she had left and denied that she had left personal items in the Property. She stated that there were no photographs of the condition of the Property when she had moved in. The kitchen lino was already damaged when she moved in and she had been required to clean the Property after the previous tenants had moved out. She said that this had always been the arrangement between she and the Applicant as they were on good terms then and throughout the tenancy. She would source tradespeople when necessary and instruct works, such as replacing the toilet, and she also decorated the Property. She stated that the Applicant had taken no account of normal wear and tear over the course of a five-year tenancy. Her position was that she had maintained the property in a reasonable condition but that, like the garden, it was not her responsibility to bring the property up to a saleable standard.

Mr Watson confirmed that, although the Respondent had arranged for repairs and maintenance to be done during the tenancy, he had always refunded her for this. When asked by the Tribunal, he also confirmed that, other than the costs he had paid out and claimed from the Respondent, he had not carried out any re-decoration or spent any additional monies on the Property before presenting it for sale.

(4) Removal of Bulky Items & Wall Remediation - £305

Mr Watson gave evidence about his understanding of the various bulky items which Ms Desmond had left in or around the Property and why he had instructed his gardening contractor to move all items into the driveway for uplift by the Council and to remove "blue-tack" and hooks from the walls. He explained that he had trusted him to attend and do the work, as he had previously been reliable and dealt with the gardening works. Mr Watson referred to the photographs he had lodged. He had not queried the contractor about his proposed charges nor the time he had spent carrying out this work. He explained that he had notified Ms Desmond regarding the items left by message on 26 September 2024 and asked her to contact him if she wished to arrange to collect them or to store them in the garage meantime. He gave her a reasonable period of time to respond but she did not do so, so he arranged to have them uplifted by the local authority on 24 October 2024.

Ms Desmond accepted that some of the items shown in the photographs were hers but mentioned that the Applicant still had a lot of boxes and belongings stored in the Property too, which may appear in some of the photographs. She also suggested that third parties may have added to the items to be uplifted which had been placed in the driveway, inside the gate. Ms Desmond confirmed that there were items she had wanted, such as a new mattress, a fire, a sofa and a gazebo, which she had been unable to remove but had left in the garage (and the gazebo in the garden). She also admitted having placed the broken toilet on the driveway and had meant to have that uplifted by the Council. She thought she had a previous verbal arrangement with the Applicant that she could store items in the garage until she was able to uplift them, so admitted that she had not responded to the Applicant's message about uplifting these items after she had moved out. She was annoyed, however, to find out later that her items had been placed outside in the driveway, for collection by the Council, where they were damaged by rain. Ms Desmond conceded during her evidence that, as she had not responded to the Applicant's message, the Council uplift had been required and she was agreeable to paying this.

(5) Respondent Tracing Fee - £54

Mr Watson explained that he had messaged the Respondent about the rent and other costs he was claiming from her on 12 November 2024 but heard nothing back in response to his email. The Respondent was no longer receiving or responding to his Whatsapp messages either. He gave her 7 days to reply, otherwise he indicated that he intended to pursue a claim against her. He had no other way of finding out her address as their former mutual friend was no longer his friend, so instructed a tracing company, who located the

Respondent's address. He referred to their invoice from January 2025. He then submitted his Tribunal claim in February 2025. When asked by the Tribunal why the amount he had claimed from the Respondent had increased from £1,744 in November 2024 to £2,099 when he submitted his Tribunal claim, Mr Watson explained that the cleaning company's invoice got lost in the post and was more than he had originally anticipated. Likewise, he did not have the final 'bulk uplift' costs from his gardening contractor until later or know about the tracing fee.

Ms Desmond reiterated why she had stopped responding to the Applicant's communications. She felt aggrieved by his attitude as she had still been dealing with passing on his post to him in Canada, etc in August 2024. He had said at the outset that he would do anything he could to assist her in moving out, including giving her extra time and allowing her to continue storing items in the garage. However, later on, when her house purchase initially fell through, he became difficult and wanted her to sign up to a new lease contract, paying £1,000 per month, which she could not afford. She said that she was not aware he was looking for her forwarding address. However, she then conceded that the Applicant had required to trace her and accordingly she should probably pay the tracing fee.

Summing-up

24. Mr Watson made reference to his email of 18 September 2026 in which he had summarised his position in respect of each head of claim and referred to the supporting evidence throughout. He asked the Tribunal to evaluate the evidence heard and the documentary evidence provided. He referred to the previous Tribunal decisions he had lodged for the Tribunal, which dealt with similar issues. He referred to the Respondent having admitted the position in respect of rent owing and indicated that he had always been open to settlement discussions with the Respondent. He had tried to keep his personal feelings out of it. He recognises that the Respondent has been through challenging times and wishes that it had been possible to resolve matters other than through the Tribunal.

25. Ms Desmond stated that she had agreed to pay the outstanding rent from the outset and had tried to put all her arguments across in respect of the other parts of Mr Watson's claim. She considers that Mr Watson had wanted the property and garden to be in 'show off' standard and that he had put her under too much pressure in this regard. She did not think that she, as a tenant, was obliged to re-decorate or improve the property for him or to cut down trees in the garden, etc.

Respondent's offer to pay by instalments - £10 per month

26. Ms Desmond confirmed that she had had to take 6 months off work due to the circumstances with her father and that she had other debts in connection with purchasing her own property and moving house. The only way she could keep her own house was to enter into an "IVA" ["Individual Voluntary Arrangement or known as a "Protected Trust Deed" in Scotland]. Although she is now back at

work, she is having to pay off her debts through the IVA and cannot afford payments to Mr Watson of more than £10 per month. She is still travelling up and down to Doncaster to visit her father and she now has the house fire to deal with too. She stated that she had not included Mr Watson's claim in the IVA but could speak to her Trustee regarding this and indicated also that, if her financial situation improves, she would be willing to pay more.

27. Mr Watson stated that he would prefer to receive an order for the full sum the Tribunal considers he is due as the amount offered would mean that it would take around 10 years to pay off the amount claimed.

Conclusion of the hearing

28. The Tribunal confirmed that their decision in the matter would follow in writing, once the Tribunal had fully considered the evidence. Parties were thanked for their attendance and the hearing concluded.

Findings in Fact

1. The Applicant was the joint owner and landlord of the Property which was sold to a third party in December 2024.

2. The Respondent was the tenant of the Property by virtue of a Private Residential Tenancy commencing on 1 May 2019 and which ended on or around 16 September 2024.

3. The Applicant served Notice to Leave in June 2024 on the ground that he intended to sell the Property (Ground 1).

4. The Respondent vacated the Property on or around 16 September 2024, the end of the notice period specified in the Notice to Leave.

5. The rent in respect of the tenancy was initially £650 per calendar month, which had increased during the tenancy to £700.

6. Relations between the parties had been amicable throughout the tenancy until around May 2024 when the Applicant had informed the Respondent that the Property was having to be sold.

7. The Applicant and his wife resided in Canada and the tenancy had originally come about through a mutual friend.

8. The Applicant and his wife stayed with the Respondent at the Property when they visited Scotland during the tenancy, the final time being around May 2024.

9. From May 2024, relations between the parties deteriorated and communications between them eventually broke down.

10. The Applicant employed an estate agent who had visited the Property in connection with the proposed marketing of the Property, with the initial cooperation of the Respondent.

11. The Respondent was thereafter not keen to allow viewings from potential purchasers whilst she was still resident in the Property, so the marketing did not proceed further at that time.

12. The Applicant provided the Respondent with a positive landlord reference on or around 9 June 2024, at her request, to assist her in seeking alternative accommodation.

13. The Respondent sought alternative accommodation during the three-month notice period but experienced some difficulties and delays in this regard.

14. The Respondent managed to purchase an alternative property during the three-month notice period but settlement was delayed slightly and she was unable to fully vacate the Property until around the end of the notice period.

15. There was a dispute between parties as to the exact date the Respondent vacated but, during the course of the hearing, the Applicant indicated that he was prepared to accept that the Respondent's rent liability ended on 16 September 2024.

16. Both parties agreed that rent was owing by the Respondent for the period 1 August 2024 to 16 September 2024.

17. The daily rental rate was just over £23.01.

18. The rent owing for the period 1 August 2024 to 16 September 2024 inclusive (47 days) was £1,081.64.

19. Following the estate agent's visit to the Property, the Applicant advised the Respondent that he intended to instruct a gardening contractor to attend to the garden as he considered that the Respondent was any longer maintaining it properly.

20. The Applicant instructed a gardening contractor to attend at the Property initially to provide a quote for gardening and ancillary works and subsequently to carry out gardening works.

21. Prior to the contractor attending to the gardening works, the Respondent had arranged for the grass at the Property to be cut and sent photographs showing this to the Applicant.

22. Gardening works (other than grass cutting) were carried out by the contractor on or around 19 August 2024, whilst the Respondent was still in occupation.

23. The Applicant paid the gardening contractor £260 in respect of these works, which mainly included the cutting back of large shrubs and trees.

24. After the Respondent vacated the Property, the Applicant instructed cleaning of the Property and clearing of rubbish from the driveway, in respect of which his cleaning contractor was paid £360 inclusive of VAT.

25. After the Respondent vacated the Property, the Applicant further instructed his gardening contractor to move bulky items to the driveway of the Property for uplift by the local authority and to remove 'blue-tack' and picture-hooks from interior walls, in respect of which his gardening contractor was paid £250 labour costs.

26. The Applicant also paid the local authority a "bulky uplift" charge of £55 in respect of the items uplifted from the driveway.

27. The Respondent did not provide the Applicant with her forwarding address when she vacated the Property, or thereafter.

28. The Applicant paid an investigations company £54 inclusive of VAT for tracing the Respondent to her new address.

29. The Applicant had called upon the Respondent to pay him the sum of £2,099 in respect of unpaid rent and other costs as detailed above.

30. The Respondent admitted owing £925 rent and also conceded during the hearing that she should pay the £55 bulk uplift fee and the £54 tracing fee, although denied that she was liable for any of the other costs claimed.

Reasons for Decision

1. The Tribunal carefully considered the documentary evidence produced by both parties and the oral evidence of both parties at the hearing. The Tribunal noted the previous Tribunal Decisions in respect of payment claims, lodged by the Applicant. Although the legal principles applied are similar in all payment claims, the Tribunal is not bound to follow other First-tier Tribunal Decisions and each case requires to be decided according to its own facts and circumstances.
2. The Tribunal considered that both parties had largely been consistent in their respective positions throughout the Tribunal process and that they were both credible witnesses, appearing to present their evidence in an honest and candid manner. It was evident, however, that they both considered the other to

have acted unreasonably during the last few months of the tenancy and that this culminated in the dispute regarding the Applicant's various financial claims against the Respondent which had remained unresolved.

3. The Applicant, in particular, had provided the Tribunal with thorough and methodical written representations, making reference throughout to the documentary evidence lodged, which included copies of messages between the parties during the relevant period and also with his estate agent and gardening contractor. The Tribunal found the messages between the parties useful in showing how their relations had deteriorated and communications had broken down over the relevant period from around May to September 2024.

4. The Tribunal determined that the Respondent was due to pay to the Applicant the sum of £1,081.64 in respect of unpaid rent for the period 1 August to 16 September 2024. The Tribunal calculated the rent due by dividing the annual rent by 365 to obtain the daily rate and then multiplying this by 47 days. The Applicant had initially sought to recover a few extra days rent on the basis that the Respondent had not fully vacated the Property by the end of the notice period but, at the hearing, was prepared to concede that the Respondent's liability for rent ended on 16 September 2024 and that he would accept the Tribunal's calculation of the amount due in respect of the agreed period, rather than the £1,120 he had claimed. The Respondent, likewise, admitted liability for rent over the agreed period but had calculated the amount due as £925 over that period, which was lower than the Tribunal's calculation, all as detailed above.

5. The Tribunal was not satisfied about the gardening costs of £260 claimed by the Applicant. There was no invoice or breakdown as such from the gardening contractor, but it appeared from both parties' evidence that the work carried out was mainly the cutting back or lopping of trees and large bushes. The Respondent conceded that she followed 'no mow May' and that, although she had always maintained the garden well, she had let things slip after being served with notice. However, on being notified in August 2024 that a gardening contractor had been instructed, she had arranged for the grass to be cut prior to the contractor attending, which the Applicant conceded. It was clear from the messages between the parties that the Applicant was becoming frustrated with the Respondent's lack of engagement regarding the garden but also that the Respondent was feeling pressurised by the Applicant and was annoyed that he was instructing contractors whilst she was still resident at the Property. The Tribunal considered that, whilst the Respondent was under a contractual obligation to maintain the garden in a reasonable condition, that the Applicant had perhaps instructed the gardening contractor to attend prematurely, before the Respondent had vacated, and was also seeking to hold the Respondent to a higher standard of maintenance, with a view to the Property being in 'marketable' condition for sale. In this regard, the Tribunal noted, in particular, that the gardening contractor had stated in a message to the Applicant that he had "went to town" (page 135 of the case papers). For these reasons, the Tribunal determined that the Respondent was not liable for the gardening costs claimed by the Applicant.

6. The Tribunal was likewise not persuaded in respect of the cleaning and clearing costs of £360 claimed by the Applicant. There was no detailed breakdown of the cleaning carried out and no specification of the "rubbish" removed onto the driveway by the cleaners. It was also unclear whether any of this duplicated works the gardening contractor had allegedly dealt with subsequently. Although some photographs of the Property had been produced, the Tribunal did not consider these particularly helpful in establishing that the Property had been left in an unclean condition. On the contrary, there was direct oral evidence from the Respondent that she had cleaned, mopped and hoovered the Property before she left. As she had pointed out, there were no comparison photographs of the condition or cleanliness of the Property when she had moved in and her evidence was that she had left it in a better state than she had found it. The Respondent's position was that she had always maintained the Property well, that neighbours had confirmed this and that the Applicant and his wife had never raised any concerns when they had stayed at the Property previously. She considered that, like the garden, she was being held to an unfairly high standard as the Applicant wanted her to pay for the Property being in 'tip-top' condition for being placed on the market for sale. The Tribunal was in agreement with the Respondent in this regard.

7. As to the further sum of £250 paid to the gardening contractor by the Applicant for moving bulky items onto the driveway for collection by the local authority and for removing 'blue-tack' and picture hooks from the walls, the Tribunal regarded these costs as excessive. The Tribunal did not consider the evidence of either party in this regard as particularly clear. There was evidence given regarding specific items left in the Property, on the driveway, in the garage and shed and photographs showing items in various locations. It appeared to be agreed that some of the items still stored at the Property belonged to the Applicant. Some of the items clearly belonged to the Respondent and she had given evidence that she had understood from discussions with the Applicant previously that she could leave items stored in the garage and elsewhere until she was able to uplift them. However, the Applicant had provided evidence that he had notified the Respondent of the items left and given her a reasonable period after she vacated in order to uplift any items she wanted, but she had failed to do so. The Respondent stated that she was annoyed that items she had wanted to uplift had been placed outside and damaged by weather but also admitted that she had not responded to the Applicant's communications about this or arranged to uplift. During the hearing, the Respondent conceded that she had left some bulky items at the Property and that she was therefore now willing to pay the local authority's uplift fee of £55. The Tribunal was not persuaded that the gardening contractor's labour costs of £250 were justified in respect of moving bulky items to the driveway or removing minor items from the walls. However, the Tribunal considered that some labour costs were justified and determined that £80 was a reasonable amount in this regard. The Tribunal noted from the Applicant that, as he was not there in person, he had to rely on the information provided to him by his estate agent and gardening contractor. However, it was apparent from his evidence that the Applicant had not really considered or queried the costs being charged by his gardening contractor. The Tribunal did not consider it reasonable, in these circumstances, for the Applicant to simply pass the whole costs onto the Respondent.

8. Finally, the Tribunal determined that the Respondent should be liable for paying the tracing fee of £54 incurred by the Applicant. It was clear from the messages between the parties that the Respondent had eventually broken off communication with the Applicant altogether and failed to respond to any of his later communications. She conceded that she had not provided the Applicant with her forwarding address and that she was aware that their former mutual friend would have been unlikely to disclose her address to the Applicant either.
9. Having regard to the above, the Tribunal determined that the total amount of £1,270.64 is due by the Respondent to the Applicant in respect of unpaid rent and other costs arising from this tenancy.

10. The Tribunal considered the Respondent's offer to pay the amount awarded at the rate of £10 per month in terms of the requirements in the Debtor's (Scotland) Act 1987, as amended. The Tribunal had regard to the information provided by the Respondent in respect of her recent and current financial, debt and personal circumstances. However, given that the Respondent was now back at work, the length of time the admitted part of the debt had remained outstanding and the length of time it would take to pay off this debt at the rate of £10 per month, the Tribunal determined that this was not a reasonable offer and declined to make a 'time to pay' direction. The Tribunal hoped that the Respondent would engage with her Trustee in respect of her debt arrangement in relation to this matter and that a satisfactory payment arrangement could be reached.

11. The Tribunal's decision in these matters was unanimous.

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.

Nicola Weir

Legal Member/Chair — **30 September 2026**
Date