



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2016 (Act)**

Chamber Ref: FTS/HPC/CV/19/0624

**Re: Property at 6 Broaddykes Avenue, Kingswells, Aberdeen, AB15 8UH (“the
Property”)**

Parties:

**Mosarric Services Ltd, 3 Springdale Park, Beildside, Aberdeen, AB15 9FB (“the
Applicant”)**

**Mr Andrew Deans, Ms Sylvia Behrens, 4 Garthdee Gardens, Aberdeen, AB10
7JF; 4 Garthdee Gardens, Aberdeen, AB10 7JF (“the Respondent”)**

Tribunal Members:

Alan Strain (Legal Member) and Ahsan Khan (Ordinary Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the Respondents be ordered to pay the sum of
£3,295.14 to the Applicant.**

Background

This is an application for payment of rent arrears, damages, repairs and associated costs under section 16 of the Act and Rule 70 of the Tribunal Procedure Rules.

The case had called for CMD on 20 June 2019 at which time the Tribunal had identified the disputed issues as follows:

1. Whether the Applicant had mitigated its loss of rent with regard to the remaining period of the lease:
2. What sum, if any, is due in respect of rent arrears; and
3. Whether the Respondent is responsible for and due to pay the Applicant in respect of the items claimed in the email of 13 May 2019.

Hearing

The Applicant was represented by Mr Minton. There was no appearance by the Respondent and they were not represented. Given that the Parties had been advised at the CMD as to the date, time and venue and subsequently confirmed by the Tribunal in writing the Tribunal decided to proceed in the absence of the Respondent.

The Tribunal had regard to the following documents:

1. Application received 25 February 2019;
2. Tenancy Agreement between the Parties;
3. Schedule of Rent Arrears;
4. Emails of 10 April and 13 May 2019 from the Applicant enclosing supporting documentation and calculation of losses;
5. Letter of 17 July 2019 from Margaret Duffus Leasing with regard to the attempts to let the Property and supporting documentation;
6. Up to date Debt Calculation of sums due with interest applied.

The Tribunal considered the documentation and made the following findings in fact:

1. The Parties entered in to the Tenancy Agreement commencing 10 May 2016;
2. The monthly rent due was £850;
3. At the point of termination of the tenancy on 9 July 2018 the Respondent was due £2,638.35 in respect of rent arrears from which the Applicant had deducted the deposit of £850 leaving a sum due of £1,788.35;
4. The Applicant had mitigated its loss with regard to the marketing of the Property;
5. The Applicant had reasonably incurred costs and expenses in the conduct of repairs and pursuit of the Respondent in the sum of £1,292.72 all as detailed in the Debt Calculation produced and which included garden clearing; repairs to a wardrobe; cleaning; repairs to shower and replacement of a wardrobe sliding doors and clearing of the garage;;
6. The Tenancy Agreement provided for interest to apply to sums due under the Tenancy at 8 per cent per annum;
7. The Tenancy Agreement provided for recovery of costs incurred in pursuit of the sums due under the Tenancy;
8. The contractual interest on the sums due was £214.07 as at the date of the Hearing.

Having made the findings in fact the Tribunal then considered whether it had sufficient information upon which to make a decision and whether it was fair to do so. The Tribunal were satisfied that it had sufficient information to determine the matter and that it was fair to do so. The Applicant had reasonably incurred the costs and outlays detailed in the Debt calculation and were entitled to recover them with the contractual rate of interest under the Tenancy Agreement.

The Tribunal accordingly order the Respondent to pay the Applicant the sum of £3,295.14 with interest at the rate of 8 per cent per annum from the date of the hearing.

The Decision of the Tribunal 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.

Alan Strain

Legal Member/Chair

Date

7 August 2017