



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/19/1943

Re: Property at 35/2 Lochrin Place, Edinburgh, EH3 9RB (“the Property”)

Parties:

Mr Ian Parker, Mrs Evelyn Parker, 97 Buckstone Crescent, Edinburgh, EH10 6TR (“the Applicants”)

Mr Arran Morrison, Mr James Joseph Sidey, Ewe Cottage, 26 Bolton Steading, Bolton, Haddington, East Lothian, EH41 4HU; Ewe Cottage, 26 Bolton Steading, Bolton, Haddington, East Lothian, EH41 4HU (“the Respondents”)

Tribunal Members:

Richard Mill (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order in the sum of EIGHT HUNDRED AND FORTY FIVE POUNDS AND THIRTY THREE PENCE STERLING (£845.33) be made against the Respondents in favour of the Applicants

The Hearing

The Applicants attended and presented their case personally. The Respondents did not appear nor were they represented. Sheriff Officers served notification of the hearing and all papers upon them on 12 September 2019. No response has been received from the Respondents.

Findings of Fact

1. The parties entered into a private residential tenancy for the property at 35/2 Lochrin Place Edinburgh EH3 9RB which commenced on 1 August 2018.

The rent was stipulated to be £755 per calendar month and a deposit of £850 was paid. This was lodged by the Applicants with safedepositsscotland.

2. The Respondents failed to make payment of their rental payments and vacated the property on 2 June 2019. The amount of outstanding rent as at 2 June 2019 amounted to £1,560.33.

3. The Respondents breached the terms of the tenancy agreement and their obligations arising therefrom by causing damage in the property. The costs associated with making good the damage incurred by the Applicants amounted to £135.

4. The Applicants have had the full deposit of £850 returned to them. Their loss amounts to £845.33.

Reasons

The Application for a payment order had 3 heads of claim.

The first head of claim related to unpaid rent. A monthly rent of £770 was claimed. This did not accord with the monthly rent specified in the tenancy agreement. The Applicants advised there was also an agreement relating to the parking space for the flat charged additionally in the sum of £15 a month. No documentary evidence had been produced to this effect and the Applicants were happy to restrict the rental sum sought to reflect the rent outstanding according to the private residential tenancy agreement as at the date of departure of the Respondents from the property. This amounted to £1,560.33 which the Applicants are entitled to recover.

The second head of claim related to costs said to have been incurred due to damage. Some of the claimed costs had not in fact been incurred as the Applicants had undertaken relevant work themselves with resources otherwise available to them and / or no vouching or receipts had been produced. Some of the claims were therefore unsubstantiated and not insisted upon. On the basis of the photographs lodged and the oral evidence of the Applicants which was found to be credible and reliable the Tribunal found it reasonable for the Applicants to be awarded the restricted sum of £135 which comprised - £20 for repairs to both beds, £85 for a replacement mattress, £5 for a replacement picture and frame and £25 for a replacement grill pan and oven tray.

The third head of claim related to cleaning costs. A total of 30 hours at £8.21 per hour totalling £246.30 was sought. The cost was not in fact incurred. The Applicants carried out the work themselves. 30 hours cleaning for a 2 bedroom flat is excessive. Commercial landlords must expect to incur reasonable cleaning costs at the end of each tenancy. Following discussions the Applicants did not insist upon this head of claim.

The total the Applicants were entitled to is £1,560.33 for unpaid rent and £135 for damage. This totals £1,695.33. The returned deposit of £850 reduces the

Applicants loss to £845.33 which they are entitled to recover and the Order is made in this sum.

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.

Richard Mill

Legal Member/Chair

16 October 2019

Date