



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing(Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/18/2392

Re: Property at 14c Charlotte Street, Aberdeen, AB25 1LR (“the Property”)

Parties:

Mrs Irene Wright, 31 Brunswick Place, Aberdeen, AB11 7TF (“the Applicant”)

Mr Declan O’Keefe, 205 Nithsdale Road, Glasgow, G41 5EX (“the Respondent”)

Tribunal Members:

Valerie Bremner (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

Background

1.This is an application for a payment order in respect of costs which the Applicant is claiming to have incurred in respect of a tenancy agreement entered into between the Applicant and the Respondent and one other tenant at the property at 14c Charlotte Street, Aberdeen AB25 1LR.

2.The Tribunal had sight of the application with a separate paper detailing the claim, a tenancy agreement, a cleaning invoice, an ingoing inventory, a text and email log, an outgoing inventory, a photograph said to show vomit staining, an invoice from Lomond, a further cleaning invoice and a letter to the tenants.

Case Management Discussion (CMD)

3.There was no appearance by or on behalf of the Respondent at the CMD.The Tribunal had sight of an execution of service of the Application and supporting papers which had been served on the Respondent. The Applicant moved that the

Tribunal proceed in the absence of the Respondent. The Tribunal was prepared to proceed in the absence of the Respondent in terms of Rule 29 of the Tribunal rules of Procedure.

4. The Respondent and the other tenant entered into a tenancy agreement with the Applicant in respect of the Property on 8th September 2017. This was a short assured tenancy in terms of the Housing (Scotland) Act 1988. The Respondent and the other tenant left the Property in June 2018 at the end of the tenancy. The Applicant advised that that property was left in a very dirty state and a number of items had been left behind. The sums claimed were in respect of the cleaning costs and labour costs for clearing the property. The Applicant advised the Tribunal that the Respondent and the other tenant had been given the chance to obtain property left behind but had not done so.

4. The Applicant advised the Tribunal that the figure she was seeking was now restricted to £393.59 as she had received the deposits paid by the Respondent and the other tenant in full from Safe Deposit Scotland. The deposits had been returned and covered the repair costs, outstanding rent and some of the cleaning costs. The outstanding sum was £393.63 but the Applicant had intimated to the Respondent that she would be claiming £393.59 if the deposit was returned and she was content to seek that sum.

5. The Applicant confirmed the details of the claim in respect of deep cleaning required when the Respondent and the other tenant left at the end of the tenancy and the requirement to clean vomit from the wall and clearing the flat due to the fact that property had been left behind by the Respondent and the other tenant.

6 The tenancy agreement indicated that the liability of the tenants in relation to the Tenancy agreement were joint and several. The Agreement set out detailed obligations on the tenants both during the tenancy and when it came to an end.

Findings in Fact

7 The Applicant incurred costs as a result of the condition in which the Respondent and the other tenant left the property at the end of the tenancy agreement.

8. The Respondent and the other Tenant were in breach of the terms of the tenancy agreement in particular clauses 2.66, 2.67 and 2.70.

9. As the Tenancy Agreement clearly stated that liability of the tenants was joint and several in respect of all liabilities arising from the agreement the Applicant can seek the sum outstanding from the Respondent.

10. The sums claimed are vouched by a cleaning invoice and the labour costs for cleaning a vomit stain and clearing the property appear reasonable. The outstanding costs have not been paid to the Applicant by the Respondent.

Reasons for Decision

The Tribunal was satisfied on the information before it that the Respondent and the other tenant breached the terms of the Tenancy agreement at the Property and as a result the Applicant incurred costs to clean and remove items from the property. These costs appeared reasonable. The agreement allows for either or both tenants to be liable in respect of all the obligations under the Tenancy Agreement.

Decision

The Tribunal makes a payment Order in the sum of £393.59 to be paid by the Respondent to 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.

V Bremner

Legal Member/Chair

16/11/18.

Date