

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 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/18/0471

Re: Property at 42 Keal Crescent, Glasgow, G15 6LZ ("the Property")

Parties:

Ms Pamela Young, 6 Elderbank, Bearsden, Glasgow, G61 1ND ("the Applicant")

Elizabeth Smith, 17 Bankhead Place, Airdrie, Lanarkshire, ML6 8JN ("the Respondent")

Tribunal Members:

Fiona Watson (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for payment should be granted against the Respondent in the sum of ONE THOUSAND THREE HUNDRED AND FORTY NINE POUNDS AND SIXTY SIX PENCE (£1349.66) STERLING

- **Background**

An application was submitted by the Applicant under Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Rules of Procedure) Amendment Regulations 2017. The application sought payment against the Respondent in the sum of £1349.66.

- **Case Management Discussion**

A Case Management Discussion took place on 3 May 2018. Andrew Pirrie of Bannatyne Kirkwood France & Co, solicitors, appeared on behalf of the Applicant. The Respondent was neither personally present nor represented.

Mr Pirrie firstly advised the Tribunal that there were two typographical errors in the application. Firstly, at section 4 of the application the tenancy address had erroneously been referred to as "42 Keal Crescent" rather than the correct "43 Keal Crescent". The correct address was referred to throughout the remainder of the Application. The Tribunal agreed to this being amended at the case management discussion on verbal motion. Secondly, Mr Pirrie advised the Tribunal that there was a typographical error on page two of the paper apart, where a "John Daniels" was referred to. This should have read "Elizabeth Smith," being the Respondent. The correct Respondent was named throughout the remainder of the application and the Tribunal was satisfied that it was clear from the application as a whole who the application was against and who was liable for any breaches of tenancy, and accordingly granted the oral motion to amend.

Mr Pirrie then moved the Tribunal to grant the order for payment as sought in the sum of £1349.66. The Tribunal was advised that the Respondent had vacated the tenancy at 43 Keal Crescent, Glasgow on or around July 2017 leaving arrears of rent in the sum of £1684.66. A rent statement, together with copy of the tenancy agreement between the parties was produced. The Tribunal was advised that the property required to be deep cleaned at the end of the tenancy due to the tenant leaving the property unclean, and which was in breach of her obligations under clause 8(a)(i) of the tenancy agreement to keep the subjects of let "clean and in good order." A relevant invoice for the cleaning costs incurred was produced. The Tribunal was advised that the Respondent had left a number of items in the property at the end of the tenancy and which the Applicants incurred costs in removing. Said costs were £75 and a relevant invoice was produced. The Applicant also sought the sum of £30 being a fee for the administration involved in organising the cleaning of the property and removal of items, and which fee is a condition of the lease at clause 8(j). The Tribunal was advised that a deposit in the sum of £650 had been retained in a tenancy deposit scheme and returned to the Applicant by the scheme to offset the debt due. Taking this into account, the total debt remaining due by the Respondent to the Applicant was £1349.66, being the sum sought.

- Findings in Fact

Arrears were left at the end of the tenancy in the sum of £1684.66.

Cleaning costs were incurred by the Applicant in the sum of £240.

Removal costs were incurred by the Applicant in the sum of £75.

An administration charge of £30 was due by the Respondent for the administration of said cleaning and removal costs, in terms of clause 8(j) of the tenancy agreement.

The application together with copies of the tenancy agreement, rent arrears statement and relevant invoices were served on the Respondent at her current address by Sheriff Officer in advance of the case management discussion.

- **Reasons for Decision**

The Tribunal was satisfied that the Respondent had been given due notice of the date of the case management discussion and an opportunity to appear. The Tribunal was satisfied that the costs claimed by the Applicant fell due under the terms of the tenancy agreement between the parties.

- **Decision**

The Tribunal granted an order for payment against the Respondent in the sum of ONE THOUSAND THREE HUNDRED AND FORTY NINE POUNDS AND SIXTY SIX PENCE (£1349.66) STERLING

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.

F Watson

Legal Member/Chair

3/5/18

Date