



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) arising from a tenancy under Section 1 of the Private Housing (Tenancies) (Scotland Act 2016

Chamber Ref: FTS/HPC/CV/22/0124

Re: Property at 6 Pembroke, East Kilbride, G74 3QB (“the Property”)

Parties:

Mrs Joyce Russell, 4 Chancellor Street, Glasgow, G11 5RQ (“the Applicant”)

Mr Robert Graham, 1/2 7 Kirkconnel Drive, Rutherglen, Glasgow, G73 4QW (“the Respondent”)

Tribunal Member:

Susan Christie (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for payment of the sum of Ten Thousand and Ninety-Two Pounds and Fifty Pence (£10,092.50) to the Applicant.

Background

1. The application was accepted by the tribunal on 3 May 2022. The Applicant seeks a payment order.
2. The tribunal paperwork was served on the Respondent by Sheriff Officer’s service on 24 May 2022, by letterbox.
3. Written representations were invited by 11 June 2022. No written representations were submitted by the Respondent.

The Case Management Discussion- 13 July 2022

4. A Case Management Discussion (CMD) took place on 13 July 2022 at 11.30am by conference call. The Applicant was represented by Ms Hannah.
5. The Respondent did not participate.
6. The paperwork having been served on the Respondent by Sheriff Officer service, the tribunal was satisfied that proper intimation of the application and the date assigned had been made on the Respondent and proceeded in his absence.
7. The paperwork submitted along with the Application was examined and discussed.
8. The Applicant is the registered owner of the Property and landlord.
9. A Private Residential Tenancy (PRT) was entered into between the Applicant and the Respondent with a start date of 26 November 2018.
10. The rent is £450 per calendar month payable in advance on 26th of the month.
11. The tribunal was advised in the application that an eviction order was granted on 3 June 2021 and that the Respondent vacated the property on or around 7 July 2021.
12. The rent account statements produced were considered. The rent arrears as at the end of the tenancy stood at £7,200.
13. The last payments made into the rent account was £350 on 3 March 2020.
14. In addition, the Applicant seeks payment for the costs in re-instating the property to a reasonable condition and for damages and cleaning.
15. Invoices have been produced in support of the additional claims. These are an invoice from a cleaner dated 27 September 2021 for £300 to cover four visits to clear and bag rubbish and left items from the Property and to clean it-£300; an invoice from the agent to the landlord for the cost of a van to remove the rubbish, to replace the washing machine removed from the Property with a second hand one and for a lock change as the keys had not been returned on the tenant vacating the Property-£315; an invoice from a contractor who removed soiled carpets, replaced the vinyl in the kitchen and bathroom and the bedroom and hall carpets, painted and decorated areas, as required-£2727.50. The Applicant's Representative stated that these were all necessary works and referred to the photographs produced showing the poor condition of the Property at the end of the tenancy. She relied on clauses 11, 18 and 32 of the Private Residential Tenancy between the Parties. The sum of £450 fell to be deducted as the deposit was fully recovered by the landlord, leaving the balance due of £10,092.50 which was less than stated in the application form.
16. The Applicant seeks a payment order.

Findings in Fact

- I. A Private Residential Tenancy (PRT) was entered into between the Applicant and the Respondent with a start date of 26 November 2018.

- II. The rent is £450 per calendar month payable in advance on 26th of the month.
- III. The total rent arrears due the end of the tenancy are £7,200 and for which the Respondent is liable to pay.
- IV. The Respondent is responsible for ensuring the Property is kept clean during the tenancy
- V. The Respondent is liable for the cost of repairs where the need for them is attributable to his fault or negligence or any other person residing there or any guest of his.
- VI. The Respondent agreed in the terms of the Private Residential Tenancy agreement to replace or repair or at the option of the Landlord to pay the reasonable cost of repairing or replacing any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted, where this was caused wilfully or negligently by the tenant or anyone living there or a guest. Items to be replaced by the tenant will be replaced by items of equivalent value.
- VII. The costs for replacing the washing machine removed, cleaning, removal of rubbish, replacing damaged floor coverings, change of locks where the keys were not returned and decorating totals £3,342.50 and for which the Respondent is liable.
- VIII. The deposit of £450 was recovered by the Applicant towards unpaid rent.
- IX. The Tribunal grants a payment Order for the Respondent to pay the Applicant £10,092.50.

Reasons for Decision

- 17. The paperwork having been served on the Respondent by Sheriff Officer service, the tribunal was satisfied that proper intimation of the application and the date assigned had been made on the Respondent and proceeded in her absence. There was no participation by the Respondent, and he had not submitted to the tribunal any response to the application or any written representations.
- 18. The tribunal had regard to all that was said by the Applicant's Representative and took the information given into account when deciding, and examined the paperwork produced. This informed the decision. A Private Residential Tenancy (PRT) was entered into between the Parties. The terms of the agreement supported the claim made. The rent statement and invoices produced appeared to be in order. The tribunal had the benefit of viewing the photographs depicting the condition of the Property on recovery. The deposit fell to be deducted from the claim made.

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.

S. C

Legal Member/Chair

Date: 13 July 2022