



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/22/1869

Re: Property at 158 Haugh Street, Falkirk, FK2 7QT (“the Property”)

Parties:

Mr Juan Carlos Soto Soto, 136 Saughtonhall Drive, Edinburgh, EH12 5TT (“the Applicant”)

Miss Lisa Scobbie, Mr Robbie James McLauchlan, 29 Balmoral Street, Falkirk; 29 Balmoral Street, Falkirk (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that it should make an order for payment for the sum of TWO THOUSAND EIGHT HUNDRED AND TWENTY FIVE POUNDS FORTY PENCE (£2,825.40) STERLING

Background

1. An application had been received under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking a payment order against the Respondent.
2. The application contained:-
 - a. a copy of the tenancy agreement;
 - b. a copy of the rent statement;
 - c. correspondence of 18 October 2022 advising that the rent arrears had risen to £2327.40;

- d. A quote and invoice for replacement doors for £948;
 - e. Email from letting agents; and
 - f. Photos of the property.
3. The Applicant appeared. There was no appearance by the Respondents. The Respondents had been served with notice of today's case management discussion by sheriff officers on 8 December 2022. As I was satisfied that they had received notice of this case management discussion I was prepared to proceed in their absence.

Discussion

4. The Applicant's agent asked the tribunal to grant the order for payment for £2,825.40. He advised that the total arrears were £2337.40 which were due until 3 October 2022. There had been no further contact or payments from the respondents other than was shown on the rent statements submitted.
5. There was submitted a tenancy agreement and rent statements in support of the application. He confirmed that there had been a deposit of £450 which had been repaid to him and this had reduced the arrears to £1877.40.
6. The tenants had removed seven internal doors from the property. The applicant provided photographs of the property showing no doors, and an email, from the letting agents confirming the doors had been removed. There was an invoice submitted for this cost of £948.

Findings in Fact

7. The Tribunal found the following facts established:-
8. There existed a private residential tenancy between the Applicant and the Respondent. It had commenced on 31 August 2018.
9. The tenancy was for the property 158 Haugh Street, Falkirk.
10. The tenants were Robbie James McLauchlan and Lisa Scobbie.
11. The landlord was Juan Carlos Soto Soto.
12. Clause 8 of the Tenancy Agreement provides that the rent for the property is £450 per calendar month. It is payable in advance and due on the 31st of each month.
13. There appeared to be rent arrears outstanding which totalled at least £1877.40 as at today's date.
14. Clause 25 of the Tenancy Agreement provides that the tenant shall repair or replace any of the contents which are damaged or destroyed or lost during the tenancy.

15. Seven internal doors appears to have been removed from the property by the respondents.
16. There was an outstanding invoice for the replacement of seven internal doors to the property for £948.
17. The respondent had vacated the property in October 2022.

Reasons for Decision

18. Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 provides that the First Tier Tribunal has jurisdiction in relation to civil proceedings arising from private residential tenancies. As this tenancy is a private residential tenancy I am content that I have jurisdiction to deal with this case.
19. The tenancy agreement created obligations between the parties, which included paying rent. The Respondents had failed to make full payment of his rent. There was submitted a rental statement showing the arrears due. The Respondents were in breach of the condition of the tenancy agreement regarding payment of rent. There was also evidence of the removal of the fittings and fixtures, namely the internal doors. This was a breach of the tenancy agreement as well and the Applicant was entitled to recover the costs for replacing these items. There was evidence in support of the claim.
20. On the basis of the evidence submitted and having regard to all papers submitted with the application, I consider that I should make an order for the sum sued.

Decision

21. I grant an order in favour of the Applicant for TWO THOUSAND EIGHT HUNDRED AND TWENTY FIVE POUNDS AND FORTY PENCE (£2,825.40) STERLING against the Respondents.

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.

M Barbour

25 JANUARY 2022

Legal Member/Chair

Date