



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 (1) of the Private Housing (Tenancies) (Scotland) Act 2016.

Chamber Ref: FTS/HPC/CV/22/2170

Re: Property at 12 Watt Crescent, Inverurie, AB51 4RR (“the Property”)

Parties:

Mr James Bruce, Mrs Lorraine Bruce, Sankara Lodge, Edinmore Drive, Daviot Estate, Inverurie, Aberdeenshire, AB51 0JE (“the Applicants”)

Ms Marie Neil, Flat 2, 75 High Street, Inverurie, AB51 3QJ (“the Respondent”)

Tribunal Members:

Andrew McLaughlin (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted the Application to the extent of making a Payment Order in favour of the Applicant against the Respondent in the sum of £6,612.04.

Background

The Applicant seeks a Payment Order against the Respondent in recompense for arrears of rent and the costs of making good damage to the Property. The total claimed in the Application is £6,757.04. This is made up of rent arrears in the sum of £3,990.52 and restoration works in the sum of £2,766.52.

The Case Management Discussion

The Application called for a Case Management Discussion (CMD) by conference call at 2pm on 16 November 2022. Both Applicants were present on the call. There was no appearance on behalf of the Respondent. On the basis that the Application and information about how to join the conference call had been competently served on the Respondent by Sheriff Officers at her current address, the Tribunal decided to proceed in the absence of the Respondent.

At the start of the Tribunal, Mr Bruce confirmed that both Applicants still wished to proceed with the Application. Mr Bruce confirmed that the sums sought were made up of rent arrears in the sum of £3,990.52 and restoration works in the sum of £2,766.52. At the outset of the CMD Mr Bruce described these two figures as totalling £7,026.29- which it clearly doesn't. It totals £6,757.04. The Tribunal's decision then to uphold or reject these sums should be construed as against the correct total sum claimed in the Application of £6,757.04.

The Tribunal began by considering the rent arrears. The tenancy had commenced on 3 February 2018 and had ended in May 2022 when the Respondent was described as having abandoned the Property. The Applicant had provided a rent statement, the accuracy of which the Tribunal had no reason to doubt. Thereafter, the Applicants spoke to photographs taken of the Property at the commencement of the tenancy and then photographs taken once the Respondent had left. The Applicants had also supplied invoices and other documentary evidence in support of their position that expense was incurred in making good the damage caused by the Respondent.

Having heard from the Applicants and having considered the photographs and documentary evidence supplied, the Tribunal made the following findings in fact.

Findings in Fact

- I. *The parties entered into a tenancy agreement whereby the Applicants let the Property to the Respondent on a Private Residential Tenancy which commenced on 3 February 2018;*
- II. *The contractual monthly rent due was initially £775.00;*
- III. *This sum was increased to £800.00 after one year;*
- IV. *The Respondent fell into rent arrears and left the Property without warning in May 2022;*
- V. *At the time of her departure, the Respondent owed the sum of £3,990.52 as rent arrears;*
- VI. *The Respondent left the Property in an appalling condition. There was substantial clutter left in almost every room: the garden was overgrown and overrun with weed; the attic*

was left filled with junk; the garage too was left filled with junk. The Property was left in a filthy condition and also required substantial repairs carried out to it by tradespeople.

- VII. *Condition 27.1 (c) of the tenancy agreement provides that the Applicants may “recover from the tenant all loss, damage and expenses which may be incurred by the landlord by the tenant’s breach of tenancy, including consequential loss.”*
- VIII. *Condition 11 (B) of the tenancy states that “The Tenant shall keep the house clean and tidy, in a satisfactory state of internal decoration and repair.”*
- IX. *The Respondent breached Condition 11 (B) of the tenancy and by virtue of Condition 27.1.(c), the Applicants are entitled to recover sums from the Respondent to allow the Property to be restored to an acceptable condition.*
- X. *The Applicants have incurred reasonable expenses in the sum of £2,621.52 in restoring the Property. These expenses include outlays to tradespeople, skip hire and a reasonable rate of £10 per hour for the Applicants own time spent trying to properly dispose of the enormous amount of clutter left behind by the Respondent;*
- XI. *The Tribunal does not consider it reasonable that £106.00 paid in a misguided attempt to raise a “small claims action” is lawfully recoverable from the Respondent;*
- XII. *Similarly, the Tribunal does not consider it reasonable that the costs of a £39.00 training course on dealing with problem tenants can legitimately be recoverable from the Respondent;*
- XIII. *Accordingly, the Tribunal allows a total sum of £2,621.52 to be recoverable from the Respondent in implementation of Condition 27. 1 (c).*

Having made the above findings in fact, the Tribunal granted the Application and made a Payment Order in the sum of £6, 612.04 in favour of the Applicants against the Respondents.

A. McLaughlin

Legal Member/Chair

16 November 2022
Date