



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber)**

Chamber Ref: FTS/HPC/CV/20/0245

Re: Property at 12 Landsborough Place, Stevenston, KA20 4HR (“the Property”)

Parties:

Geoffrey Ian Calloway, residing at Scrapps Hill Farmhouse, 550 Worting Road, Basingsoke, RG23 8PU (“**the Applicant**”)

Michael Ramsey and Lindsey Ramsey, residing together at 182 New Street, Stevenston, KA20 3HH (“**the Respondents**”)

Tribunal Members:

Paul Doyle (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be made.

Background

The Applicant seeks an order for payment totalling £4,305.11. The Applicant had lodged with the Tribunal Form F. The documents produced were a Tenancy Agreement dated 21 April 2016, a schedule of outstanding rental and vouching of the applicant’s losses. A copy title sheet was lodged with the Tribunal which showed that the applicant is the heritable proprietor of the Property.

Case Management Discussion

A case management discussion took place by telephone conference at 10am on 16 July 2020. The Applicant was present (by telephone). The hearing was delayed until 10.12am to allow sufficient time for the respondents to participate, but there was no appearance by or on behalf of either Respondent.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondents entered into a Short-Assured Tenancy Agreement for the Property on 21 April 2016.
2. The period of the Lease was from 21 April 2016 to 20 October 2016 and thereafter on a month to month basis. The rent in terms of the Tenancy Agreement was £450 per month. The tenants regularly paid less than the monthly rental so that by February 2017 rent arrears of £350.00 had accumulated. In 2018 the tenants stopped paying the rental. When the Respondent's left the property, in November 2018, they had amassed rent arrears totalling £2,425.11.
3. The applicant incorrectly stated the figure for arrears of rent as £1950 in his application. On 18 February 2020, relying on Rule 14A of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, the applicant sought leave to amend the sum applied for by increasing the sum sought as arrears of rent to the correct figure of £2425.11. That application is not opposed. The amendment of the sum sought is not a new matter and is, simply, a matter of arithmetic. The sum sought for arrears of rent is increased to £2425.11.
4. When the applicant recovered the property, he found that the respondents had damaged fixtures and fittings and that the property required cleaning and clearing of items abandoned by the respondents. The applicant had to pay for the supply and fitting of two bannisters and the rehanging of 2 doors. The total cost of the necessary works was £1,380.
4. The respondents left no forwarding address. To find the respondents, the applicant employed debt collectors at a cost of £500.
5. The arrears of rent, repair costs and necessary use of debt collectors total £3825. That sum is due by the respondents to the applicant because it flows directly from their breach of the terms of the lease.
6. Notice of the date of this hearing was sent to both Respondents by recorded delivery on 18 June 2020.

Reasons for the Decision

The Tribunal determined to make an Order for payment of £4,305.11. Rent was lawfully due in terms of clause 3 of the Tenancy Agreement at the rate of £450 per month. By the time the respondents vacated the property there were rent arrears of £2425.11. When the applicant recovered the property, he had to spend £1,380 to repair the property because of the condition the respondents left the property in. The respondents did not leave a forwarding address and did not contact the applicant. The

applicant had to pay debt collectors a fee of £500.00 to trace the respondents before he could bring this application to the Tribunal. The total of the loss incurred by the applicant as a direct result of the respondent's breach of the terms of the tenancy agreement is £4,305.11

Decision

For the foregoing reasons, the Tribunal determined to make an Order for payment.

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

Paul Doyle

Member

Date 16 July 2020