



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 Housing (Scotland) Act
2014**

Chamber Ref: FTS/HPC/CV/19/4061

Re: Property at 154 Jerviston Road, Glasgow, G33 5QL (“the Property”)

Parties:

Mrs Linda Craig, 45 Fourth Avenue, Glasgow, G33 6JZ (“the Applicant”)

**Miss Ashley Forbes, Mr Brian McGill, ADDRESS UNKNOWN, ADDRESS
UNKNOWN (“the Respondents”)**

Tribunal Members:

Josephine Bonnar (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 of the sum of £2087 should be made in favour of the Applicant against the Respondents.

Background

1. By application received on 23 January 2020 the Applicant seeks a payment order in relation to unpaid rent and the cost of re-instating the property following termination of a tenancy. A copy tenancy agreement, rent statement, photographs and copy invoices were lodged in support of the application.
2. On 17 February 2020, the Tribunal attempted service of the application by Sheriff Officer at the address provided by the Applicant. However, this was unsuccessful. The Tribunal proceeded to serve the application by advertisement on the Chamber website on 17 March 2020. Both parties were notified that a case management discussion (“CMD”) would take place on 21 April 2020 at 11.30 am. This CMD was postponed as a result of Government

restrictions due to Coronavirus

3. On 11 June 2020 the Applicant was notified that the CMD would now take place by conference call on 24 July 2020 at 2pm. The Applicant was provided with a telephone number and passcode. The Respondent was notified of the date and time of the CMD by advertisement on the Chamber website from 11 June 2020 until 24 July 2020.

Case Management Discussion

4. The application called for a CMD at 10am on 24 July 2020. The Applicant participated. The Respondent did not participate and was not represented.
5. The Applicant advised the Legal Member that she believes the Respondents are staying at the address she provided, as she has seen them in the area. The Legal Member noted however that the Sheriff Officers had been unable to establish this when they attempted service and that the application has now been competently served by advertisement on the Tribunal website.
6. The Applicant confirmed that the Respondents vacated the property on 4 August 2019. They had incurred rent arrears of £1485, as shown on the rent statement lodged with the application. However, the statement only goes up to 31 July 2019 as this was the date on which they were due to vacate the property. They notified her by text message that they were unable to leave by this date, and left on 4 August 2019, owing a further £72 of rent. This has been included in her application.
7. The Applicant advised the Legal Member that following the Respondents departure from the property, work had to be carried out to reinstate it to a reasonable condition. The Respondents had caused damage to the property. They had left it in an unclean state and left rubbish and belongings which had to be cleared out. During the tenancy they had removed 2 carpets. One had been removed with a view to being replaced by the Respondents. However, it was not replaced. Another was replaced by ill-fitting defective laminate flooring which the Applicant had to remove and replace with a new carpet. The Applicant advised that she was seeking the sum of £185.41 for painting and repair materials. Receipts have been provided for these items. She had instructed a decorator to carry out additional painting at the property, but as this was to address wear and tear, she has not included this in her claim. She advised that she was also seeking £445 for the replacement carpets and £80 for the oven and hob to be professionally cleaned. The oven and hob had been left in a very dirty condition. Receipts for both carpets and oven cleaning had been lodged with the application.
8. The Applicant advised that she was seeking the sum of £400 for the work carried out by her in cleaning, painting, carrying out repairs and clearing out the property. She advised the Legal Member that she is a full time landlord and manages her 12 properties herself. Rather than instruct a contractor to carry out the re-instatement work at the property, she did most of it herself. The property was in a serious state of disrepair. Over a period of 8 or 9 days she

spent approximately 40 hours at the property to clean, clear out, carry out repairs and paint. This work was a direct result of the damage and neglect by the Respondents.

9. The Applicant confirmed that she had included in her claim a number of items for which no invoices or receipts were provided. These included £5 for grass cutting, £20 for carpet cleaning, £22 for new locks and £18 for items purchased in Poundland. Lastly, the Applicant had included in her claim a Sheriff Officer fee note for service of Notices on the Respondents to bring the tenancy to an end.
10. The Legal Member noted that when the various sums being claimed by the Applicant are added together, the total exceeds the sum stated in the application. As the Applicant had not sought to increase the sum being claimed in advance of the CMD, the Applicant confirmed that she was happy to restrict her application to the sum of £2087 specified in the application form. She also confirmed that she had received the whole deposit of £500 from Safe deposits Scotland which she had deducted from the total sum being claimed.

Findings in Fact

11. The Applicant is the owner and landlord of the property.
12. The Respondents were the tenants of the property until 4 August 2019.
13. The Respondents owe the Applicant the sum of £1557 in unpaid rent.
14. The Respondents caused damage to the property and left it in an unclean condition at the end of the tenancy.
15. The Respondents removed 2 carpets from the property during their occupation of the property.

Reasons for decision

16. The Legal Member is satisfied from the documents lodged with the application, and the further information provided by the Applicant at the CMD, that the Respondents owe the sums of £1485 and £72 in unpaid rent and that an order for these sums should be made.
17. The Legal Member is also satisfied that the Applicant had to incur costs in reinstating the property, namely £80 for the oven to be cleaned and £445 for replacement carpets to be purchased and fitted. In addition, the Applicant had to purchase painting materials and other items to carry out paint work and repairs at the property at a cost of £185.41. Receipts for these items were lodged with the application.
18. The Legal Member notes that the majority of the cleaning and repair work was carried out by the Applicant herself. She is a full time landlord who manages her own 12 properties. The Legal member is satisfied that the Applicant spent

around 40 hours at the property, attending to the various works required, and that the sum sought of £400 for this work is reasonable.

19. The Legal Member is not satisfied that the Applicant is entitled to be reimbursed for the Sheriff officer fee for serving Notices on the Respondents. Furthermore, the Legal Member is not satisfied that the Applicant has provided sufficient evidence to support the sums claimed for which no vouching or receipts have been provided.

20. The Legal Member determines that the Applicant is entitled to a payment order for the following:- unpaid rent of £1557, oven cleaning £80, carpets £445, work carried out by the Applicant £400, and paint and repair materials £185.41. From the total of £2667.41, the deposit of £500 falls to be deducted. The balance owing is £2167.41, restricted to £2087 as this is the sum specified in the application.

Decision

21. The Legal Member determines that an order for payment of the sum of £2087 should be made in favour of the Applicant.

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.

Josephine Bonnar, Legal Member

24 July 2020