



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

Chamber Ref: FTS/HPC/CV/22/4333

Re: Property at 19 Kildare Drive, Lanark, South Lanarkshire, ML11 7AQ (“the Property”)

Parties:

Miss Cara McKnight, 20 Bellefield, Lanark, South Lanarkshire, ML11 7QY (“the Applicant”)

Miss Shannon Moody, 1 St Leonards Road, Lanark, ML11 7DP (“the Respondent”)

Tribunal Member:

George Clark (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be decided without a Hearing and made an Order for Payment by the Respondent to the Applicant of the sum of £1,319.15.

Background

By application, dated 20 November 2022, the Applicant sought an Order for Payment in respect of unpaid rent and reimbursement of the cost of repairs to damage caused by the Respondent during her tenancy of the Property. The sum sought was £1,319.15.

The application was accompanied by copies of a Private Residential Tenancy Agreement between the Applicant as landlord and the Respondent and Robyn Allen as tenants, commencing on 13 August 2020 at a monthly rent of £450, with a tenancy deposit also of £450, an email from SafeDeposits Scotland confirming that the deposit was paid out in full to the Applicant, and a Rent Statement dated 3 November 2022 from the letting agents, Remax, showing rent arrears (one half) due by the Respondent of £850.95 and one half of the costs sought by the Applicant at the end of the tenancy, less one-half of the tenancy deposit, producing a balance due by the Respondent of £1,319.15. The Tenancy Agreement provided that the tenants would replace or repair

or, at the option of the landlord, pay the reasonable cost of repairing or replacing any of the contents destroyed or damaged or lost during the tenancy fair wear and tear excepted, where this was caused wilfully or negligently by the tenants.

The Applicant also provided the Tribunal with a copy of the letting agents' Check-out Report following the departure of the tenants on 26 September 2022 and copies of Invoices for deep cleaning of the Property, oven cleaning and carpet cleaning (£160), removal and disposal of items left by the tenants, replacement of the door locks (£165), and replacement of window blinds and toilet seats (£210). She also provided an Estimate for repainting (£2,116) and Rent Arrears Notes from the letting agents. These notes indicated that the letting agents had proposed to the Respondent and her co-tenant an arrangement by which they would pay the rent arrears (£1,701.90) a contribution towards the damage to the blinds and toilet seat (£120), cleaning costs (£260), removal of waste and items left behind by the tenants (£160) and a contribution towards the costs of redecoration (£846.40). This came to a total sum of £3,058.30. The payment of the deposit to the Applicant reduced this figure to £2,638.30, one half of which, £1,319.15 is the sum sought in the application.

The Applicant stated in her application that the tenants had failed to pay rent for three months and had abandoned the Property. The had refused to return the keys and had caused damage to the Property. The Respondent had taken up an offer of a payment plan but had then failed to make the payments. Her co-tenant had, however, complied with a payment plan, so the present proceedings were against the Respondent alone, for one-half of the arrears and repair costs, under deduction of one-half of the deposit.

On 14 February 2023, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 7 March 2023. The Respondent did not make any written representations to the Tribunal.

Case Management Discussion

A Case Management Discussion was held by means of a telephone conference call on the afternoon of 20 March 2023. The Applicant was present. The Respondent was not present or represented. The Applicant told the Tribunal that she had not received any payment from the Respondent since the date of the application.

Reasons for Decision

Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it sufficient information and documentation to enable it to decide the application without a Hearing.

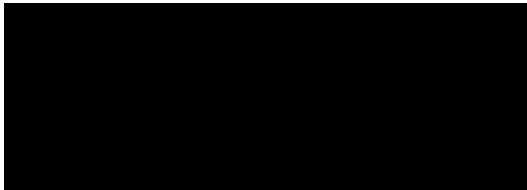
The Tribunal decided that the sum sought had become lawfully due by the Respondent to the Applicant.

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.

Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.

Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period for receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.



Legal Member/Chair

**20 March 2023
Date**