

Housing and Property Chamber
First-tier Tribunal for Scotland



Decision with Statement of Reasons 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/18/0337

Re: Property at 11 Leonard Street, Perth, PH2 8ET (“the Property”)

Parties:

D A Kennedy (Develpments) Ltd, Midfield Perth Road, Abernethy, Perth, PH2 9LW (“the Applicant”)

Miss Danielle Little, 92A Scott Street, Perth, PH2 8JR (“the Respondent”)

Tribunal Members:

Valerie Bremner (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

Background

The Tribunal considered an application dated 7th February 2018 brought in terms of Rule 70 (Application for civil proceedings in relation to an assured tenancy under the Housing (Scotland) Act 1988) of the First Tier tribunal Housing and Property Chamber (Procedure) Regulations 2017 as amended.

The Applicant Company’s Director Mr Kennedy attended the Tribunal and had provided the Tribunal with a copy of the short assured tenancy agreement together with an invoice setting out the amounts claimed in respect of unpaid rent together with charges for payment made in respect of utility bills cleaning, disposal of rubbish and refused entry to an electrician. Other documents lodged included email correspondence with the Respondent and correspondence from a solicitor giving the Respondent Notice to Quit the property.

The Respondent did not attend the Tribunal but had been validly served by Sheriff Officers with notice of the date together with copies of all the relevant documentation and I had an execution of service. The Applicant sought to proceed in the absence of the Respondent and the Tribunal case Management Discussion took place in terms of Rule 29 of the Tribunal Rules.

Case Management Discussion

The Applicant Company's Director advised the Tribunal that he had not received thirteen weeks' rent from the Respondent amounting to £1425.06 covering the period between 1st May 2017 to 31st July 2017. This was usually paid by Housing Benefit but had not been paid and the Respondent had not advised the Applicant why these payments had been stopped although rent had been received for the period of August 2017 to the end of the tenancy on 29th October 2017.

The Applicant was also claiming for final utility bill payments which he had required to pay amounting to £19.80. A claim was also made for cleaning the property after the departure of the Respondent. The cleaning involved the applicant and his wife making number of trips to the property to clean the cooker in particular and the property generally and involved 6 to 8 hours work in total between the two. The sum of £50 was claimed for cleaning.

The remaining items claimed were for disposal of what was described as rubbish left in a shed at the property which the Applicant advised had been found when the Respondent left the property. This comprised of old mattresses, a broken child's pedal car and an old broken armchair. The Applicant claimed £50 for disposal of these items which required him to load these into a trailer and take them to a council refuse facility. The last item claimed was for charges paid by the Applicant to an electrician who had made arrangements with the Respondent on two occasions to fit a heat alarm in the property but had been unable to gain entry to the property each time and had charged the Applicant £30 as a result.

The Applicant Company's Director advised the Tribunal that he had received from a tenancy deposit Scheme the return of deposit paid by the Respondent namely £340.

The applicant sought a payment order for all of the outstanding items minus the deposit amount.

Statement of Reasons

Having regard to the tenancy agreement the Tribunal was satisfied that the Applicant was entitled to claim for payment of rent lawfully due and for a cleaning charge together with utility bills paid by the Applicant as the tenancy agreement authorised that these could be deducted from any deposit paid by the Respondent. The Amount charged for cleaning appeared reasonable having regard to the work carried out. The Tribunal was not satisfied having regard to the tenancy agreement that the Applicant was entitled to claim the charge for removal of rubbish or for the electrician's charges.

The tribunal was satisfied on the information received that a payment order should be made in favour of the Applicant.

Decision

The Tribunal makes a payment order of £1154.86 against the Respondent in favour of the Applicant which comprises unpaid rent, a cleaning charge, utility charges and includes a deduction for the sum returned to the Applicant by way of the deposit.

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.

V Bremner

Legal Member/Chair

Date

18th May 2018.