

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/20/0031

Re: Property at 66 Mansfield Road, Aberdeen, AB11 9LA ("the Property")

Parties:

**Mr Ian Dossett, c/o Easthaven Property Management, 44-46 Albert Street,
Aberdeen, AB25 1XS ("the Applicant")**

Ms Sarah Lyon, 5B Robertson Street, Dundee, DD4 6EL ("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 a payment order in the sum of £2101.90 with interest at the rate of 4 % per annum be made in favour of the Applicant and against the Respondent.

This is an application for a payment order which was submitted to the Tribunal on 6th January 2020. The Application was accepted by the Tribunal on 15th January 2020.

Case Management Discussion

The Applicant did not attend but was represented by Mr Doran Solicitor of Raeburn Christie Clark and Wallace. The Respondent was not present. The Tribunal had sight of an execution of service of the Application and supporting papers on the Respondent. Mr Doran moved that the Tribunal proceed in the absence of the Respondent and this motion was granted by the Tribunal in terms of Rule 29 of the Tribunal rules of Procedure.

VB.

The Tribunal had before it the Application, the tenancy agreement, a document setting out the history of rental payments, a solicitor's letter to the Respondent and two invoices said to be for cleaning of the property and clearance of furniture and goods.

Mr Doran advised the Tribunal that the sum being claimed was made of up rent arrears over 3 months when the monthly rent of £375 was not paid between March and the end of May 2019. In addition the Respondent left without giving the two months' notice period required within the tenancy agreement and the rent arrears claimed included this two month period, giving total rent arrears of £1875. Mr Doran confirmed that the property was not re let during the period when the Respondent left without Notice. He also confirmed that there was no suggestion that the arrears were connected to any problem in the payment of any benefit as far as the Applicant was aware.

Mr Doran was seeking cleaning costs of £74.40 and had produced an invoice from a cleaning company for this cost. He referred to clause 6.1 of the tenancy agreement which allowed such costs to be deducted from any deposit and stated that the tenant was liable to pay for any damage and cleaning costs in terms of clause 5.4 of the agreement.

A further cost of £350 was being claimed for clearance of the property as the Respondent had left goods and furniture in the property most of which was said to be broken. Mr Doran advised that there had been correspondence between the parties after the Respondent left but at no stage had she indicated that she wished to recover any items left behind. The costs had been incurred by the hiring of a clearance contractor who had provided the cheapest of a number of quotes and had involved two men who had made several trips to the property and to a refuse disposal centre and had required to pay charges for disposal of this waste which had been passed on to the Landlord's agents. Mr Doran indicated that these charges could be claimed in terms of clause 10 of the agreement in that the tenant had failed to dispose of large items in accordance with the agreement.

Findings in Fact

1. The Respondent entered into a short assured tenancy agreement with the Applicant's agents on 17th November 2017. The agreement was for a year and continued month to month thereafter and the monthly rent was £375.

2. The Agreement required two months' notice to be given by either party to terminate the agreement. The Respondent left at the end of May 2019 without giving Notice. The property was not leased to any other person during the following two months.

3. Rent arrears totalling £1875 accrued at the property including the two month notice period. These were not connected to any failure in a benefit payment. The arrears of rent are lawfully due to the Applicant by the Respondent.

4. Clauses 5, 6 and 10 of the agreement set out the tenant's liabilities in relation to costs such as cleaning and disposal of rubbish.

5. The Applicant required to have cleaning carried out and the property had to be cleared of items left behind by the Respondent, including broken furniture which involved two persons making a number of trips to the property and to a refuse disposal site.

6. The total sums claimed for cleaning and removal of items is £424.40. In the circumstances these costs appear reasonable and relate to the Respondent's obligations in terms of the tenancy agreement.

7. The total sum claimed less the deposit of £197.50 amounts to £2101.90.

8. The Applicant sought interest on this sum and the Tribunal awarded interest at the rate of 4% per annum until the date of payment.

Reasons for Decision

The Tribunal was satisfied that a decision could be made on the basis of the papers lodged and representations made which were accepted. The Tribunal was satisfied that the rent was lawfully due to the Applicant and that the other costs claimed were reasonable and were due by the Respondent to the Applicant in terms of clauses 5, 6 and 10 of the tenancy agreement.

Decision

The Tribunal made a payment order in the sum of £2101.90 with interest at the rate of 4 % per annum until the date of payment in favour of the Applicant and against the Respondent.

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

11 March 2020.

Date