

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 1988 and Rule 70 of the First-tier Tribunal for Scotland Housing and Property chamber (Procedure) Regulations 2017.

Chamber Ref: FTS/HPC/CV/19/1937

Re: Property at 92 Victoria Place, Station Road, Milngavie, G62 8BY (“the Property”)

Parties:

Mr Jasbir Singh Johal, 18 Oxhill Road, Dumbarton, West Dumbartonshire, G82 4DG (“the Applicant”)

Miss Sharon Kerr, Address Unknwn (“the Respondent”)

Tribunal Member:

Martin McAllister (Legal Member)

Decision (in absence of the Respondent)

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

The Respondent is to pay the sum of EIGHT HUNDRED AND FORTY SEVEN POUNDS FIFTY PENCE (£847.50) to the Applicant.

Background

This is an application by the Applicant for payment in respect of restitution of the Property after the tenancy had been terminated. The sum sought is £847.50. Service by advertisement had been effected on the Respondent and the appropriate Certificates of Service were before me. The Applicant had lodged a copy of the Tenancy Agreement dated 1st March 2016

The case management discussion

The Respondent was not present.

The Applicant was not present but was represented by Jane Marshall and Karen Friel, both property managers with Big Property, the letting agents of the Applicant.

The purpose of a case management discussion was explained.

Ms Marshall said that she considered that the matter could be determined at the case management discussion and that there was no requirement for a Hearing.

Ms Marshall said that the tenancy had ended on 25th April 2019 and that when the property was inspected it was not in a clean condition, flooring had been removed from the upper floor and that decoration had to be done.

Ms Marshall said that there was carpeting on the upper floor at the commencement of the tenancy and that the Respondent had replaced it with laminate flooring which had been removed by her prior to her departure from the Property. She said that carpeting had been reinstated by the Applicant and she referred to an invoice from Govan Carpets Ltd for £900 which had been lodged with the application.

Ms Marshall said that some décor had been changed by the respondent which had to be changed and that the cost of this including replacement of bulbs and a door handle amounted to £387.50. Ms Marshall stressed that the work was only in relation to what was necessary as a result of the Respondent's occupation of the Property and that other work was done which the Landlord was responsible for. She referred to an invoice from RD Joinery, Decorating, Plastering (Services) for £387.50 which had been lodged with the application.

Ms Marshall said that the Property was not clean and that there was rubbish left in the Property which had to be cleared. She referred to an email from Response Cleaning Services dated 17th May 2019 which had been lodged and which detailed the cost of £210 for cleaning and rubbish removal.

Ms Marshall said that the total of the three invoices amounted to £1497.20 and that the Respondent's deposit of £650 had been deducted leaving a balance of £847.50 which is the sum being sought from the Respondent.

Findings in Fact

1. The Respondent was a tenant in the Property and the tenancy ended on 25th April 2019.
2. The Property was not clean and contained rubbish at the end of the tenancy. The Applicant paid £210 to deal with this.
3. The Property required decorative work and some items replaced at the end of the tenancy and the Applicant paid £387.50 to deal with it.
4. Carpets required to be replaced after the Respondent had left the Property and the Applicant paid £900 in respect of this.
5. The Respondent is responsible for the costs totalling £1,497.20 from which she has already paid £650 from the deposit she paid and leaving a balance due by her of £847.50.

Reasons for Decision

I found Ms Marshall to be credible and accepted the invoices and email lodged to be persuasive and that the sum expended by the Applicant to rectify matters after the respondent had left the Property to be £1497.50. I accepted that the net figure after deduction of the deposit of £650 was £847.50. The Tenancy Agreement lodged with the application obliged the respondent to keep the Property in good repair and condition.

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.

Martin McAllister

Martin J. McAllister
Legal Member/Chair
10th September 2019