



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 71 Private Housing  
(Tenancies) (Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/21/2693**

**Re: Property at 134 Flat 1/2 Neilston Road, Paisley, PA2 6QH (“the Property”)**

**Parties:**

**Miss Pamela Lees, 7 Ryat Linn, Erskine, PA8 6HL (“the Applicant”)**

**Miss Elaine Doyle, Address Unknown (“the Respondent”)**

**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 £5565.96 should be granted against the Respondent in favour of the Applicant.**

**Background**

1. The Applicant seeks a payment order in relation to unpaid rent and the cost of re-instating the property because of damage caused by the Respondent during the tenancy and items removed by her from the property. A copy tenancy agreement, rent statement, receipts, estimates and photographs of the property were lodged in support of the application.
2. A copy of the application was served on the Respondent by advertisement on the Tribunal website as her address is unknown. Both parties were advised that a Case Management Discussion (“CMD”) would take place on 4 March 2022 at 10am by telephone conference call and that they were required to participate. They were provided with a telephone number and passcode.
3. The CMD took place at 10am on 4 March 2022. The Applicant participated. The Respondent did not participate and was not represented.

## Case Management Discussion

4. Ms Lees advised the Legal Member that she has had no contact from the Respondent and no payments have been made to the arrears of rent or the cost of re-instating the property. As indicated in her application, the tenancy deposit was applied to the cost of purchasing a new washing machine, as this had been removed, and a fridge freezer, as this was damaged beyond repair. Ms Lees confirmed that she received an email from the Respondent on 22 July 2021 which stated that she had moved out. This followed a text message from an unknown number which stated that the keys were under the doormat. No prior notice had been given by the Respondent that she wished to terminate the tenancy. The Legal Member noted that although the tenancy agreement provides for rent of £440 per month to be paid on the 1<sup>st</sup> of the month, in advance, the rent statement lodged indicates that rent was paid in arrears on 28<sup>th</sup> of the month, at the rate of £450 per month. Ms Lees advised that this was because the Respondent was on universal credit and that the rent charge had been increased to £450 with the Respondent's agreement. The Legal Member noted that the Applicant was seeking rent up to and including 28 August 2021, although notice had been given on 22 July 2021. The tenancy agreement provides for 28 days notice to be given. Ms Lees confirmed that she was happy to restrict the claim to rent due up to 19 August 2021, the end of the notice period, being the sum of £769.41.
5. The Legal Member proceeded to discuss the claim for damage and missing items and was provided with the following information by Ms Lees: -
  - (a) Estimate from Spray Plaster Solutions Ltd - £3140. This contractor carried out most of the repair work at the property. Some of the materials for the work were supplied by Ms Lees. The repairs comprised joinery work, decoration, electrical work plumbing work. The work was required because of damage and was not due to wear and tear. Some of the damage appeared to be deliberate. The damage was noted during property inspections and the Respondent undertook to carry out the necessary repairs. However, she failed to do so and some of her partner's attempts caused more damage. The contractor had to install new internal doors, skirtings, flooring, and box in the boiler. Some of this damage occurred when furniture was being brought into the house by the Respondent. The boiler door had been broken off. Both bedrooms required to be decorated as there were holes in the walls, damaged wallpaper, and stickers on the wall of one of the bedrooms which were difficult to remove. Electrical work was required to install a new oven and hob as the exiting cooker was beyond repair, to install an earthing clamb on the gas main which had been pulled off and replacement lights. Three new radiators were required in the living room, hall, and back bedroom. Ms Lees confirmed that the work is now complete and that the sum of £3140 was paid to this contractor. The work was only recently finished, and the property is now on the market for rent.

- (b) Howdens's estimate - £628.45. The kitchen had been in very good condition at the start of the tenancy, as shown in the photographs. The units had been substantially damaged – doors hanging off, handles broken, shelving missing and one unit was badly water damaged. The £628.45 was for the materials used by a contractor to repair the kitchen units. She also paid the contractor for the work but has not included this in her claim.
  - (c) Screwfix invoice - £22.48. This was for a replacement lock damaged when the door was kicked in.
  - (d) Carpets Ltd sales order- £347. Replacement carpets were required in both bedrooms. One had been removed and not replaced. The other had been damaged by heat and spillage of an oily substance.
  - (e) Screwfix invoice - £22.49. This was for paint for the front door which had been damaged but was fixed and repainted.
  - (f) JKM receipt - £199.20. This was for the replacement skirting which was fitted by Spray Plaster Solutions.
  - (g) Screwfix invoice – £226.93 – this was for the replacement oven and hob which was installed by Spray Plaster Solutions
  - (h) Amazon - £20.50 – this was to replace a damaged mirror. The original had been a full-length mirror and the estimated replacement cost referred to in the application had been £150. However, a smaller, cheaper replacement was obtained.
  - (i) Ikea receipts - £124 and £65.50. These were for replacement blinds and curtain poles, some of which were damaged and others missing.
6. Ms Lees referred to the list provided with the application and confirmed that she had not yet replaced any beds or mattresses so could not provide any vouching for these. She further indicated that she would restrict her claim to the sums for which vouching had been provided and the outstanding rent.

## **Findings in Fact**

- 7. The Applicant is the owner and former landlord of the property.
- 8. The Respondent was the tenant of the property in terms of a private residential tenancy. The tenancy ended on 19 August 2021.
- 9. The Respondent was due to pay rent at the rate of £450 per month.
- 10. The Respondent owes the sum of £769.41 in unpaid rent to the Applicant.
- 11. The Respondent caused damage to the property and removed items from the property which belonged to the Applicant.

12. The Applicant has spent the sum of £4796.55 re-instating the property because of the damage and removal of items

### **Reasons for Decision**

13. The application was submitted with a private residential tenancy agreement and a rent statement. Rent was due to be paid at the rate of £450 per month. The tenancy ended on 19 August 2021, the Respondent having notified the Applicant on 22 July 2021 that she had vacated the property, without giving the 28 days notice due in terms of the tenancy. The Respondent owed the sum of £769.41 in unpaid rent at the end of the tenancy. Although the Applicant recovered the tenancy deposit, this was applied to the cost of replacing the washing machine and fridge freezer. The Respondent has made no payments to the rent account since the tenancy ended. The Legal Member is satisfied that the Applicant is entitled to a payment order for the sum of £769.41 for unpaid rent.
14. In terms of the tenancy agreement between the parties the Respondent was obliged to take reasonable care of the property (clause 16) and is liable for the cost of any repairs where the need for them is attributable to her fault (clause 17). Clause 24 obliges the Respondent to replace or repair or pay for any contents which were destroyed, damaged, removed or lost during the tenancy, where this was “wilfully or negligently” caused by the Respondent.
15. The Applicant lodged photographs of the property taken at the start and end of the tenancy. These photographs at the start show the property to be in good condition. The photographs taken at the end show considerable damage to doors, kitchen units, walls, flooring, skirtings, appliances, radiators, and carpets. The Applicant also submitted several invoices and receipts for items which were replaced, the repair work which was carried out and the materials purchased for this work. During the CMD the Applicant provided the Legal Member with further information regarding the damage and advised that a number of items, such as the washing machine, curtain poles and a carpet, were removed from the property by the Respondent without her permission, and not replaced. From the documents lodged and the information provided, the Legal Member is satisfied that the Applicant has incurred the cost of re-instating the property due to the negligent or deliberate acts or omissions of the Respondent and is entitled to a payment order for the sum of £4796.55.

### **Decision**

16. The Legal Member determines that an order for payment for the sum of £5565.96 should be granted 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**

**4 March 2022**