



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies)(Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/19/1762

Re: Property at 84 Linlithgow Road, Bo'Ness, EH51 0NX (“the Property”)

Parties:

Mrs Louise Scott, 35 Braehead Place, Linlithgow, EH49 6EF (“the Applicant”)

Mr David Mullholland, Ms Chantelle Marshall, UNKNOWN, UNKNOWN, UNKNOWN, UNKNOWN (“the Respondents”)

Tribunal Members:

Graham Harding (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant was entitled to an order for payment by the Respondents in the sum of £6939.91.

Background

1. By application dated 5 June 2019 the Applicant sought an order for payment by the Respondents in respect of rent arrears arising from the Respondents tenancy of the property. The Applicant submitted copies of the Tenancy Agreement, Repayment Agreement, Bank statements, summary rent schedule and summary repayment schedule in support of her application.
2. By Notice of Acceptance dated 21 June 2019 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion was assigned.
3. A Case Management Discussion was held at Edinburgh on 2 September 2019 and adjourned to allow the Applicant to amend the sum claimed.

4. A further Case management Discussion was held on 6 January 2020 and was again adjourned to allow the Applicant to further amend her application to increase the sum sought in respect of rent arrears and damages and for service by advertisement.
5. A further Case Management Discussion was held on 25 February 2020 and again was adjourned to allow proper intimation of the Applicant's amendment of the sum claimed and for the Applicant to provide further details including invoices and receipts in respect of the cost of repairs for the alleged damage caused to the property by the Respondents.
6. By email dated 12 March 2020 the Applicant submitted further representations to the Tribunal with rent statement, photographs, invoices, receipts and details of the sums claimed in respect of the alleged damage together with confirmation of intimation to the Respondents of the amended sum claimed of £7570.31.
7. A Case Management Discussion assigned for 9 April 2020 was adjourned due to the Covid-19 outbreak and a further Case Management Discussion was assigned to take place by teleconference on 27 July 2020.

The Case Management Discussion

8. A Case Management Discussion was held by teleconference on 27 July 2020. The Applicant participated personally. The Respondents did not participate. The Tribunal being satisfied that the Respondents had been given notification of the Case Management discussion by way of advertisement on the Housing and Property Chamber website and also by email determined to proceed in their absence in accordance with Rule 29 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017.
9. The Applicant confirmed that intimation of the amended sum claimed had been sent to the Respondents by email on 12 March 2020 and referred the Tribunal to the documents submitted. The Applicant went on to say that she had received the whole of the Respondents' deposit of £625.00 from My Deposits Scotland and that she was now claiming the reduced sum of £6945.31.
10. The Applicant referred the Tribunal to the Rent statement provided and the copy bank statements and explained that having ascertained that the Respondents had vacated the property on 14 December 2019 had calculated that the rent due to that date amounted to £4450.00.
11. The Applicant referred the Tribunal to the correspondence from Falkirk Council regarding the accumulation of refuse at the property and the series of photographs showing the rubbish in the garden and inside the property. The Applicant referred the Tribunal to the spreadsheet she had prepared showing the trips made to dispose of the rubbish between 14 December 2019 and 19 February 2020. The spreadsheet also showed the Applicant said the time she, her husband and son spent in addition, cleaning and re-decorating the property following the departure of the Respondents. The Applicant explained that

between herself and her family it had taken 112 hours to put the property back to its original condition. She had charged 12.50 per hour for the time spent saying that this was a lower cost than would have been charged had she employed professional cleaning contractors and decorators. She said she paid her own cleaner and gardener £12.50 per hour. The total amount claimed in this regard was £1400.00 plus mileage of £78.30. After some discussion the Applicant agreed to reduce the mileage charge in respect of the van she had hired on 21 December 2019 as she was claiming for the cost of the van hire and petrol. This reduced the mileage charge to £72.90.

12. The Applicant referred the Tribunal to the various receipts and invoices submitted in respect of the cost of repairs and the replacement of items in the property. The Applicant referred the Tribunal to the spreadsheet submitted showing the work done and the items replaced. This she said included joinery work replacing door handles and re-fitting doors, repairing or replacing electric and light sockets, replacing the oven and hob and washing machine, replacing locks as the Respondents had not returned the keys to the property, replacing damaged carpets, replacing sink plugs, replacing light bulbs, cleaning carpets, redecorating and cleaning throughout the property. The applicant referred the Tribunal to the spreadsheet submitted that showed the cost of materials and replacement items amounted to £1120.01 and tradesmen costs amounted to £522.00.
13. The Applicant submitted that the total cost in respect of the damages claimed as a result of the condition the property was left in by the Respondents as evidenced by the photographs and her oral submissions and vouching amounted to £3114.91. She confirmed that the property had recently been purchased by her before the Respondents moved in. It had been redecorated at that time and new carpets laid. The oven, hob and washing machine were all in good working order at the commencement of the lease. The damage to the property had been caused by the Respondents and their children. The total amount that was due including the rent arrears was £6939.91 and the applicant asked the Tribunal to grant an order for payment in that amount.

Findings in Fact

14. The parties entered into a Private Residential Tenancy that commenced on 13 October 2018 at a monthly rent of £625.00.
15. The Respondents had vacated the property by 14 December 2019. At that time, they had accrued rent arrears of £4450.00.
16. The Respondents' deposit of £625.00 was paid to the Applicant by My Deposits Scotland.
17. The Applicant, her husband and son spent a total of 112 hours removing rubbish and carrying out repairs, cleaning and redecoration of the property following the removal of the Respondents from the property.

18. The Applicant incurred costs of £1120.01 in respect of repairs and renewals of carpets, oven, hob, washing machine, locks, door handles, light fittings, paint, cleaning materials and sundry items in order to restore the property to the condition it was in at the commencement of the lease.
19. The Applicant incurred tradesmen's costs of £522.00 in respect of fitting new carpets, oven and hob and checking electric installations.
20. The Respondents left the property in a dirty condition with damage to the oven, hob and washing machine as well as doors and electrical fittings.
21. The Respondents left a large amount of rubbish at the property that the Applicant had to remove.
22. The Respondents did not return the keys to the property when they left.

Reasons for Decision

23. The Tribunal was satisfied from the oral submissions of the Applicant and the documents provided that as at the date of leaving the property the Respondents had accrued rent arrears amounting to £4450.00.
24. The Tribunal was also satisfied that taking account of the significant quantity of rubbish left both within the property and in the garden and outbuildings it would have taken a significant amount of time and trips to a refuse disposal site to remove all of the rubbish. The Tribunal found no reason to doubt the number of trips claimed by the Applicant as being inaccurate. The Tribunal considered whether the hourly rate claimed by the Applicant and her husband and son of £12.50 was reasonable in the circumstances. The Tribunal was persuaded that if the Applicant had employed professional cleaners and tradesmen to carry out the necessary work the likely cost would have been significantly higher. The Applicant indicated in her oral submission that she paid her own cleaner and gardener £12.50 per hour and in the circumstances the Tribunal accepted that the hourly rate claimed was reasonable.
25. The Tribunal was satisfied from the documentary evidence submitted that the Applicant had incurred the costs claimed for the materials purchased to put the property back into good order. The Tribunal was similarly satisfied that the Applicant had incurred tradesmen's costs in addition.
26. Although the Applicant did not provide any photographs to show the condition of the property at the commencement of the tenancy the Tribunal was satisfied from the oral submissions of the Applicant that the property had recently been purchased by her and redecorated with new carpets being fitted shortly before the Respondents who were her first tenants moved in. It was apparent from the photographs provided by the Applicant showing the condition of the property at the end of the tenancy that it had not been properly maintained by the Respondents during the tenancy and that the Respondents were therefore in breach of clause 17 of the tenancy agreement. The applicant was therefore

entitled to recover the cost of repairs and cleaning and putting the property into good order.

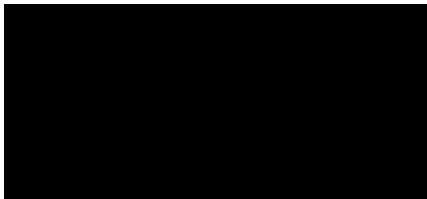
27. Having taken account of the Respondents' deposit being paid to the applicant the Tribunal was satisfied that the Applicant was entitled to an order for payment by the Respondents in the sum of £6939.31

Decision

28. The Tribunal having carefully considered the oral submissions of the Applicant together with the written submissions and documentary evidence and being satisfied that there is no need for a further hearing finds the Applicant entitled to an order for payment by the Respondents in the sum of £6939.31.

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.



Legal Member/Chair

27 July 2020
Date