

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 71 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/21/1581

Re: Property at 25 2L Morgan Street, Dundee, DD4 6QB (“the Property”)

Parties:

Mr Richard Bailey, 6 Castle Gogar Rigg, Edinburgh, EH12 9FP (“the Applicant”)

Mr Ryan McCallum, 65 Happyhillock Walk, Dundee, DD4 8LL (“the Respondent”)

Tribunal Members:

Jan Todd (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 £1,540.59 should be granted in favour of the Applicant from the Respondent.

- **Background**

1. This was the second Case Management Discussion to consider the application made for an order for payment in respect of rent arrears and removal of rubbish by the Applicant against the Respondent. The Application was made by the Applicant on 1st July 2021 and was accompanied by a copy of the lease, rent ledger and e-mails regarding removal of rubbish.
2. The first CMD was held on 18th October 2021 but was adjourned as the Applicant’s agent had lodged an updated figure claiming an additional amount in respect of cleaning, clearing, decorating and replacement of a missing bed from the Property but this had not been intimated on the Respondent. The Tribunal also wished to see vouching for the additional sums claimed.
3. It became apparent that the papers for an increase in the sum sought could not be served on the Respondent due to the fact he had left the Property on 23rd July and so the Tribunal asked the Applicant to provide a forwarding

address or evidence of failure to trace and an application for service by advertisement. The Applicant provided a further address and all the papers including the request dated 13th September 2021 for an increase in the sum sought to £2516.79 and intimation of this CMD were served on the Respondent by sheriff officers on 24th January 2022.

4. Prior to the CMD the Tribunal sent a direction asking the Applicant to provide vouching for the various items sought in addition to rent and the Applicant provided the following:-
 - a. Invoice for rubbish removed from outside the property dated 24th June 2020 - £72
 - b. Invoice for cleaning dated 11th August 2021 - £180
 - c. Invoice for decorating dated 28th September 2021 - £1200 (of which £700 is claimed)
 - d. Receipt for new bed to replace the missing one dated 26th August 2021 - £150
 - e. Invoice for clearing the property inside dated 4th August 2021- £193.20
5. In addition Ms Young of Rockford Properties confirmed the deposit of £475 was successfully reclaimed and put towards the above items to repair the damage to the property, and advised this should be deducted from the sum claimed as should the £72 for the rubbish removal as this was already deducted in the rent statement. The new sum she confirmed in her e-mail of 16th February that the Applicant was seeking was £1,609.

6. Case Management Discussion

7. The CMD took place by teleconferencing and the Legal Member waited until 10.10 to see if the Respondent was going to join the call. The Respondent did not join and was not represented at the CMD. The Respondent has not lodged any written submissions for the Tribunal to consider.
8. The legal member made introductions and explained the purpose and order of proceedings also advising that the Tribunal could make a decision after a CMD which it could after a hearing if satisfied it was appropriate to do so.
9. Mr Hazel Young from Rockford Properties attended as the representative for the Applicant. The legal member considered it appropriate to continue with the CMD given that intimation had been given to the Respondent and he has not responded in writing or requested any postponement of today's CMD.
10. Ms Young advised that during the tenancy the Respondent had often paid rent late or was in arrears and there had been some anti-social behaviour. She advised however that he left the Property on 23d July leaving it in a bad condition with rubbish and broken furniture in the house and rubbish outside. He has not paid any additional rent since leaving and she has not spoken to him since despite trying to contact him.
11. Ms Young advised she had lodged a new rent statement this morning which the tribunal had sight of which shows 2 additional rent payments made by housing benefit which were received late and so did not appear on the original statements and she had deducted these from the sum due. The legal member then asked questions about the rent statement and in particular the sum of £297.96 which appeared at the start of the statement as a credit without any explanation and which was not fully debited later on. It was noted there was a

- debit of £105.20 on 11th August 2020 but again this could not be explained by Ms Young who advised she was content for this to be deducted as incorrect.
12. After some discussions and examination of the rent statement Ms Young confirmed the rent not paid was the rent due for the three months due on 15th April, 15th May and 15th June 2021 and for the final pro rata amount due from 1st July to 23rd July of £118.35. In addition she agreed that the original credit of £297.96 had to be deducted. This gave a total due in respect of rent arrears of £1,020.39 as at 23rd July 2021. Ms Young advised that two further payments had been received from housing benefit that were not shown on the original rent statements and amount to £207.24 and £92.39 respectively and so the final rent due is £720.39.
 13. Ms Young then explained the tenant had left the Property in a very bad condition where it needed cleared and cleaned, redecorated and a new bed purchased before it could be let out. She went through each of the invoices provided and explained that where the full value was not claimed it was because the Applicant had carried out work for which the Respondent was not liable. She advised there was a lot of rubbish lying in the Property that had to be bagged and removed, that the Respondent had asked to remove and store the original bed which the Applicant had agreed to provided it was put back but the Respondent had not returned it and a new bed had to be purchased. She also explained that the tenant had painted some walls black and removed some but not all of the wallpaper thus requiring significant redecoration. She advised the sums sought were as set out in the vouching and asked for the Applicant to be compensated for these less the sum of £475 which was the deposit that had been successfully reclaimed.

• Findings in Fact

1. The parties entered into a lease of the Property which commenced on 8th July 2020 and ended on 23rd July 2021.
2. The Rent due in terms of the lease is £400 per calendar month payable in advance
3. The tenant left on 23rd July 2021.
4. The rent outstanding after the final payments from housing benefit have been taken into account is £720.39
5. The Respondent is responsible for leaving rubbish in the Property and outside, for failing to return it in a clean or in the same condition as he tenanted it and so is liable for the costs of clearing, cleaning and repair which amounts to £1295.20.
6. The Deposit of £475 has been successfully reclaimed from the tenancy deposit company and has been put towards the cost of clearing, cleaning and repairing damage to the Property.

• Reasons for Decision

7. The parties have entered into a lease where the Respondent has leased the property from the Applicant and has agreed to pay £400 per month in rent.
8. The Respondent has failed to pay the full rent due. He left the Property on 23rd July and is due to pay the rent up to that date. The rent due and not paid to that date is £720.39.

9. The Applicant is in addition claiming the cost of various repairs and replacement of times in the Property. With regard to clearing the Property, Ms Young advised there were broken pieces of furniture and other rubbish lying in the Property and it could not be cleaned until it was removed. The sum of £193.20 was charged by Thistle Contract Cleaning Ltd for this and the same company cleared rubbish in the back garden for £72. The Property had to be cleaned as Ms Young advised it was not cleaned by the Respondent and an invoice for £180 is lodged in respect of this which includes sums for carpet cleaning and removal of spray paint and repairs of furniture. Ms Young advised that the flat had to be redecorated because some wall paper had been removed by the Respondent and some walls painted black without permission. She is claiming £700 as a reasonable amount due to repair the unauthorised changes made by the Respondent out of the total invoiced by the painter of £1,200. Finally she is claiming the cost of a replacement bed of £150 as she advised the Respondent did not replace the bed originally in the one bedroomed flat which he had asked if he could store. The Tribunal found the explanation of the items claimed and the cost of these to be credible. The total cost due is £1,295.20 of which £475 has been reclaimed from the deposit leaving a balance due of £820.20.
10. The Tribunal accepts the written evidence and verbal statements made by the Applicant's representative, who the Tribunal found credible in her evidence that the final rent outstanding as of 23rd July 2021 (after deduction of the late payments made by housing benefit) amounts to £720.39 and that the Respondent is liable to pay for the sums spent in relation to the cleaning, clearing and redecorating of the Property due to his failure to return it in a reasonable condition. The total sum due is therefore £1,540.59. In the absence of any representations from the Respondent the Tribunal finds it fair and appropriate to make an order for payment for the amended sum today.
11. There being no application for time to pay the Tribunal makes an order for payment of the amended sum claimed.

- **Decision**

- An order for payment of the sum of £1,540.59 is granted

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.

J. Todd

Legal Member/Chair

Date: 22nd February 2022