



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/21/2384

Re: Property at 39 Criffell Road, Glasgow, G32 9JE (“the Property”)

Parties:

Mr Paul Mcfarlane, C/O 104 bellgrove St, Glasgow, G31 1AA (“the Applicant”)

Mr David Simpson, UNKNOWN, UNKNOWN (“the Respondent”)

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 Respondent to the Applicant in the sum of £3500.00.

Background

1. By application dated 28 August 2021 the Applicant’s representatives 1-2-LET Ltd applied to the Tribunal for an order for payment in respect of a claim for damages arising from the Respondent’s tenancy of the property. They submitted correspondence with Safe Deposits Scotland and receipts for work undertaken following the end of the tenancy together with a check-in report and a copy of the tenancy agreement.
2. By Notice of Acceptance dated 16 November 2021 a legal member of the Tribunal accepted the application and a Case Management Discussion (“CMD”) was assigned.
3. A CMD was held by teleconference on 14 January 2022 at which it was established that the Respondent had removed from the property and service by advertisement was necessary and the CMD was adjourned. The Respondent’s

representative was directed to submit the Check-out report referred to in the application and further details of the sum claimed.

4. By email dated 21 January 2022 to Applicant's representative submitted further written representations in compliance with the Tribunals direction.

The Case Management Discussion

5. A further CMD was held by teleconference on 25 March 2022 following intimation of the application to the Respondent by way of advertisement on the Housing and Property Chamber website. The Applicant was represented by Mr Mike Pantony from the Applicant's representatives. The Respondent did not attend nor was he represented. The Tribunal determined to proceed in the absence of the Respondent, service of the application having been given by way of advertisement on the Tribunal website.
6. Mr Pantony referred the Tribunal to the Check-out report submitted and to the photographs of the condition of the property compared to its condition at check-in. He referred the Tribunal to the invoice from Glasgow Gardening Services for £370.00 for the work carried out to restore the garden to its previous condition. He referred the Tribunal to the receipt from Bills Blind Spot for replacement blinds and explained that several blinds at the property had been broken by the Respondent and had to be replaced. He confirmed that the invoice from Blue Sky environmental for £200.00 was for the removal of rubbish left at the property by the Respondent. He said that the property had to be completely redecorated due to the damage caused by the Respondent's dog which he had not obtained permission to keep. He referred the Tribunal to the invoice from GC Painters for £1620.00.
7. Mr Pantony went on to explain that the washing machine had been found damaged in the garage and had to be replaced. The hob in the kitchen also had to be replaced. Mr Pantony was unable to provide any information as to the age of these items or the nature of the damage although the Tribunal noted from the check-out report that a knob was broken on the hob. Mr Pantony also confirmed that the cost of the replacement items was as shown on the CLC kitchens invoice at £488.00. Mr Pantony went on to advise the Tribunal that CLC kitchens had charged a further £559.00 for replacing doors and handles in the kitchen and carrying out other repairs to locks and the attic hatch. He said the total amount claimed came to £3607.00. He also said that the Applicant had carried out a significant amount of cleaning and repairs himself that he had not claimed for.
8. The Tribunal queried if it was appropriate for the Respondent to be expected to meet the full cost of the installation of a new washing machine and hob when it was not known how old these items were. Mr Pantony indicated that he had no further information with regards to their age.

Findings in Fact

9. The parties entered into a Private residential Tenancy that commenced on 14 January 2019 and ended in about April 2021.
10. The Respondent's deposit of £937.50 was paid to the Applicant's representatives as part payment of rent arrears.
11. The Respondent caused damage to the garden and interior of the property and failed to take reasonable care of the property in accordance with Clause 17 of the Tenancy Agreement.
12. Following the Respondent removing from the property the Applicant incurred costs in respect of gardening services amounting to £370.00.
13. The Applicant purchased new blinds at a cost of £370.00.
14. The Respondent incurred waste disposal costs of £200.00.
15. The Applicant incurred redecoration costs of £1620.00
16. The Applicant purchased a new washing machine and gas hob at a cost of £488.00.
17. The Applicant incurred additional costs restoring kitchen cupboards and other items at a cost of £559.00.

Reasons for Decision

18. The Tribunal was satisfied from the documentation produced and the oral submissions of Mr Pantony that the Respondent had failed to take reasonable care of the property as required in terms of the tenancy agreement entered into by the parties and had caused damage to the property. This was evidenced by the differences that could be seen in the property between the Check-in report and the Check-out report.
19. The Tribunal was satisfied from the documents produced and the oral submissions that the Applicant had incurred the costs claimed by him. However, the Tribunal was not satisfied that the Respondent should be expected to meet the full cost of replacing the washing machine and gas hob as it did not have sufficient evidence before it as to the age and condition of these items at the commencement of the tenancy. The Tribunal considered that a deduction from the sum claimed of £107.00 was reasonable in the circumstances.

Decision

20. The Tribunal finds the Applicant entitled to an order for payment by the Respondent to the Applicant in the sum of £3500.00

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.

G. H
—

Legal Member: Graham Harding

Date: 25 March 2022