

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/PR/22/0224

Re: Property at 28 Garthdee Farm Gardens, Aberdeen, AB10 7GF (“the Property”)

Parties:

Mr Scott Green, 4 Redcourt, Working, Surrey, GU22 8RA (“the Applicant”)

Ms Saayana Kaur, Shorelack House, Shorelack Court, Gourdon, Montrose, DD10 0NB (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that it should grant order for payment for the sum of £847.59

Background

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment of the sum of £847.59 to the Applicant in relation to costs for cleaning and other damage to the property.
2. The application contained:-

- a copy of the tenancy agreement,
 - invoices for cleaning, replacement sink, labour invoices
 - check in and check out inventories
 - emails between with the applicant and respondent; and the applicant and letting agent
3. The Applicant appeared. There was no appearance by the Respondent. Notice of the Hearing had been served on the Respondent by sheriff officers on 10 May 2022. As I was satisfied that there had been service of the application and notice of the hearing I was prepared to proceed with today's hearing.

Discussion

4. The Applicant referred me to the papers which had been lodged in support of the application, including the tenancy agreement, check in and out inventories, invoices in support of the claim and email correspondence. This application related to cleaning costs and costs for damages to the property noted after the tenants had left the property.
5. The applicant advised that the property had been left in poor condition, it needed to be cleaned and there were repairs to be carried out to the property. He had taken advice from the letting agent in terms of what he was entitled to claim. He had been in discussion with the respondent when she had left the property about the various costs, she had indicated that they would make payments if evidence was submitted. The respondent had however failed to make any payments.
6. The applicant advised me that there had been fairly significant costs incurred by him in terms of damages to the property, as set out in the checkout report, this included damages to a carpet, marks on a coffee table, damage to a socket, fridge drawer, a door and bed. There were other damages as well as set out in the report. He advised that the costs of these repairs had been higher than the claim sought, however he had taken advice from the letting agent that he was not able to claim full costs as that would consider betterment and he

had to allow for fair wear and tear. All he was claiming for those particular matters was £102.

7. He advised that he had received no payment from the respondent and the sums due were still outstanding.

Findings in Fact

8. The Tribunal found the following facts to be established:
 - a. A tenancy agreement was entered into between the Applicant and the Respondents for the property and had existed between the parties.
 - b. Clause 25 in the tenancy agreement provided for the contents and condition. It provided that the tenant agreed to replace or repair any contents destroyed or damaged at the end of the tenancy; it also provided that the landlord was entitled to have the property cleaned and claim the costs from the tenant.
 - c. Evidence of cleaning costs were provided totalling £343 plus VAT
 - d. Invoice for a new sink was provided £67.84
 - e. Invoice for labour for installing the sink was provided totalling £266.15
 - f. Check in and check out reports were submitted for the property.
 - g. It appeared that there were other damages to the property which costs of repair totalled at least £102.

Reasons for Decision

9. Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 provides that the First Tier Tribunal has jurisdiction in relation to civil proceedings arising from private residential tenancies. As this tenancy is a private residential

tenancy I am content that I have jurisdiction to deal with this case. There was no response or appearance from the Respondent. The tenancy agreement created obligations between the parties, which included to keep the property clean and tidy and to meet the costs of repairs and damage as set out in the agreement. The Respondent has failed to do so. There was oral and written evidence in support of the claim.

10. On the basis of the evidence submitted and having regard to all papers submitted including the application, I consider that I should make an order for the sum sued for.

Decision

11. I grant an order in favour of the Applicant for EIGHT HUNDRED AND FORTY SEVEN POUNDS FIFTY NINE PENCE (£847.59) STERLING against the Respondent.

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.

M. B

11 June 2022

Legal Member/Chair

Date