



**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/22/3720**

**Re: Property at 34 Pretoria Road, Eastriggs ANNAN, Dumfriesshire, DG12 6NU (“the Property”)**

**Parties:**

**Mr Alan Taylor, 12 Victoria Gardens, Eastriggs Annan, Dumfriesshire, DG12 6TW (“the Applicant”)**

**Mr James McCall, UNKNOWN, UNKNOWN (“the Respondent”)**

**Tribunal Members:**

**Karen Kirk (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an order for payment against the Respondents for £3203.**

This was a Case Management Discussion to consider the application dated 6<sup>th</sup> October 2022 brought before the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended for civil proceedings in respect of a Private Residential Tenancy under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016. The discussion took place by teleconference.

### **1. Attendance and Representation.**

The Applicants were represented by Neil Wallace, Director ,Annan Properties 6 Charles street, Annan, DG125AJ.

The Respondent was not present. The Respondent had been served by Advertisement by the Tribunal.

## **2. Preliminary Matters**

The Applicant's representative said that there had been no contact with the Respondent.

There were no preliminary matters discussed.

## **3. Case Management Discussion**

The Applicant's representative told the Tribunal the Applicant sought a payment order of £1168.93 against the Respondent. The Applicant's representative discussed that he was the employee who carried out the check in report at the start of the tenancy in 2018 and at the end. He said the amount sought comprised of rent arrears to the end of the tenancy of £292.93. He referred to the written documentation and said the due date for rent in terms of the tenancy was the 26<sup>th</sup> of each month. The Respondent provided more than a months notice and wanted to leave on 14<sup>th</sup> July 2022. There was no payment since 26<sup>th</sup> May 2022 and as such this period of rent arrears was from 26<sup>th</sup> June to 14<sup>th</sup> July 2022. Arrears letters were sent.

The Applicant's respondent went on to explain that cleaning costs were sought and carried out by home angels which including removal of rubbish and oven cleaning. Reference was made to the vouching lodged

The Applicant's representative said that the carpets on check in were unmarked and not brand new but had been recently put into the property. The property had been recently decorated and was spotless, all carpets were unmarked. He said on check out every room had some part of the carpet pulled up and frayed. For example he explained that behind the door of one room a patch of a foot long by 4 inches was removed and left fraying. He went on to describe the damages all of which the Tribunal had been provided vouching for. He explained there was damage to the front door and this had been done several months before the end of the tenancy and the Respondent was aware of that liability. The supply and fit drain to the sink had been dismantled and that part taken away, light switch was removed, a lamp holder was removed, a shower head and shower hose was removed and toilet roll holders fixed to wall were removed. The Respondent returned the back door keys but no front door key and as such this and the lock required to be replaced. The Applicant accordingly sought a payment order for £1168.93. The deposit returned having been deducted.

## **4. Findings in Fact**

1. The Tribunal was satisfied that a decision could be made in the absence of the Respondent at the Hearing and to do so would be in the interests of the parties, in the interests of justice and having regard to the Overriding objective. The Respondent had been served by Advertisement and had not provided any written representations or appeared at the Hearing. The Applicant's

representative had confirmed that no address had yet been identified for the Respondent.

2. The Applicant and the Respondent entered into a Private Residential Tenancy on 3<sup>rd</sup> September 2019. The Respondent had resided in the property since 2018 before taking on the property as a single tenant in 2019. A copy of same was lodged.
3. The Applicant has title to pursue civil proceedings in regards the tenancy between parties. The Tribunal had sight of the Applicant's landlord registration and title deeds for the property.
4. A rent statement and bank statements lodged showed rent arrears of £292.93 due to the end of the tenancy on 14<sup>th</sup> July 2022.
5. The Applicant incurred cleaning costs of £112, carpet replacement costs of £500, replacement front door at a cost of £384, removal of rubbish and left property £45 and further damage and missing items at £330. The missing items were a sink drain pipe, light switch, a lamp holder, a shower head, shower hose and fixed toilet roll holders.
6. The Respondent is liable for the costs of damage to the property in additional to the rental sums due in terms of the contractual tenancy. The Respondent is in breach of the tenancy in respect to damage and missing fixtures at clauses 17, Reasonable Care, 25, Contents and Condition, 28, Alterations and 37, additional terms of the Tenancy.
7. The Applicant has deducted the deposit from the sum sought.
8. The Respondent owes to the Applicant in terms of the said tenancy clauses and in addition to rent arrears due, the sum of £1168.93.

## **5. Reasons for Decision**

The Tribunal was satisfied that the Applicant was the heritable proprietor of the Property. The Tribunal was satisfied that there was a Tenancy between parties and that on the evidence provided it was appropriate having regard to the overriding objective of the Tribunal to make a determination at the CMD. The Tribunal was satisfied that the respondent were in arrears of rent lawfully due. The Respondent left rubbish, left the property in an unclean condition, damaged the property and removed fixtures. The Applicant's representative have very credible and reliable evidence on the basis he had personally seen the property at check in and check out. He came across as very trustworthy and fair. Accordingly in terms of Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 the Tribunal granted an Order for payment for the sum of £1168.93 against the Respondents.

## **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.**

**Karen Kirk**

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**Legal Member/Chair**

**3rd August 2023**\_\_  
**Date**