



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) Act 2016

Chamber Ref: FTS/HPC/CV/22/1183

Re: Property at 32 Berryden Road, Peterhead, AB42 2FF (“the Property”)

Parties:

Mrs Denise Nicolson, 10 Oleander Road, Peterhead, Aberdeenshire, AB42 3GS (“the Applicant”)

Miss Jessica Kay, 54 Crossfolds Crescent, Peterhead, AB42 1RH (“the Respondent”)

Tribunal Members:

Shirley Evans (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondent in favour of the Applicant in the sum of THREE THOUSAND AND SEVENTY EIGHT POUNDS AND TEN PENCE (£3078.10) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.

Background

1. This is an amended application dated 29 July 2022 made by the Applicant for an order for payment of rent arrears and damage under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy of a Private Residential Tenancy Agreement between the parties signed and dated 28 August 2018 with signed Inventory, a rent statement, photographs, various text messages with

contractors and the Respondent and invoices from B&Q, Amazon and Maskame & Tait.

3. On 28 September 2022 the Tribunal enclosed a copy of the application and invited the Respondent to make written representations to the application by 19 October 2022. The Tribunal advised parties on 28 September 2022 that a Case Management Discussion (“CMD”) under Rule 17 of the Regulations would proceed on 4 November 2022. This paperwork was served on the Respondent by James Booth, Sheriff Officer, Aberdeen on 29 September 2022 and the Execution of Service was received by the Tribunal administration.
4. The Respondent did not make any written representations.

Case Management Discussion

5. The Tribunal proceeded with a CMD on 4 November 2022 by way of teleconference. The Applicant appeared on her own behalf. There was no appearance by or on behalf of the Respondent despite the teleconference starting 5 minutes late to allow the Respondent plenty of time to join. The Tribunal was satisfied the Respondent had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in her absence.
6. The Tribunal had before it the Private Residential Tenancy Agreement between the parties signed and dated 28 August 2018 with signed Inventory, a rent statement, photographs, various text messages with contractors and with the Respondent and invoices from B&Q, Amazon and Maskame & Tait. The Tribunal considered these documents.
7. Mrs Nicolson explained that when the tenancy ended on 30 September 2021 the Respondent was in rent arrears of £1288.22. With reference to the rent statement, she explained that the Respondent had made sporadic and irregular payments despite being on housing benefit. The Applicant had tried to get the Respondent to speak to her about the arrears, but the Respondent ignored her calls and would only communicate through text messages. The Applicant had tried to get the rent paid direct, but as she had not been able to supply Aberdeenshire Council with the Respondent’s date of birth, which the Respondent had refused to give her, she was unable to get the rent paid direct. The Tribunal noted the rent statement. The Tribunal noted that in terms of Clause 7 of the tenancy agreement the Respondent had agreed to pay rent of £600 per month.
8. The Tribunal then went through the various losses the Applicant had set out in her application. Mrs Nicolson referred to the B&Q receipt for £52 for a replacement toilet seat and bathroom paint. The seat was cracked, and the Respondent had painted the bathroom walls in a non-bathroom paint which was flaking and peeling off. The Applicant had spent over 4 hours of her own

time redecorating the bathroom. She asked the Tribunal to award her £10per hour for this work which she felt was cheaper than a tradesman.

9. The Applicant claimed £600 from North East Improvements who had carried out works to the garden. The Respondent had been asked throughout the tenancy to keep the garden in a clean and tidy state. It had been in good order when the tenancy started. By the end of the tenancy there was a lot of rubbish left in the garden, the waste bins were broken, weeds and a broken fence. At the time the Applicant's father was very unwell and she felt this was all too much for her to do. North East Improvements had been recommended to her. They had replaced the black weed suppressant and stone, fixed the fence boards and cleared up. The Applicant referred to the copy text messages lodged which showed she had paid them £600 cash, but that despite asking them they had not sent her a proper invoice.

10. The Applicant then took the Tribunal through the Inventory. The Tribunal noted this had been signed by both the Applicant and Respondent on 28 August 2018. The Applicant had marked up the Inventory at the termination of the tenancy. The Inventory showed various items throughout the tenancy which were missing including the sofa and beds and other items such as the oven which were filthy. The total losses on the Inventory were £913.49.

11. The invoice from Maskame and Tait was for a total of £173.87. However, the Applicant explained that she was only looking for £49.39 for a replacement handle as the other works related to other items such as gutter clearance for which the Respondent was not liable.

12. She referred to text messages with a PepsIroning who had cleaned the house and oven. The Applicant had been charged £55. She explained that although PepsIroning had started to clean the oven the owner was an elderly lady who did what she could. The Applicant had had to spend at least another 2 hours cleaning the oven which was black. She referred to the photographs. She asked the Tribunal to award her £10per hour for this work.

13. She also referred to text messages with Dunnydear Removals who had had to clean the carpets in the Property as they smelt of cat urine. They had charged her £145 for this work. Finally she referred to texts with Mercury Gas who replaced 5 radiator valves which had been broken at a cost of £75.

Findings in Fact

14. The Applicant and the Respondent agreed by way of Clause 7 of a Private Residential Tenancy Agreement dated 28 August 2018 in relation to the Property that the Respondent would pay the Applicant a monthly rent of £600.

15. The Respondent fell into arrears of rent. The arrears as of 30 September 2021 when the tenancy ended were £1128.22.

16. The Respondent signed an Inventory detailing the contents and state of the Property at the beginning of the tenancy. The Respondent left the Property in an unsuitable state at the end of the tenancy. There were various items missing, broken or dirty from the Inventory of the tenancy agreement at the end of the tenancy. The Respondent had left the garden in an unkempt state.
17. The Applicant incurred losses for missing and broken items from the Inventory, cleaning the Property and redecoration totalling £ 1949.88.

Reasons for Decision

18. The Tribunal considered the issues set out in the application together with the documents lodged in support. Further the Tribunal considered the submissions made by Mrs Nicolson.
19. The Tribunal noted the terms of the tenancy agreement and the rent statement lodged which set out how the arrears had arisen and showed the total arrears to 30 September 2021 as being £1128.22. The Tribunal accepted the submissions of Mrs Nicolson as being credible.
20. The Tribunal also accepted the Applicant's submissions in relation to the losses she had incurred from the Respondent taking various items of furniture and leaving the Property in a dirty and unsuitable condition. The losses appeared to be reasonable and not excessive. The Respondent had been given an opportunity to appear before the Tribunal to dispute the Application. She did not do so. The Tribunal was satisfied on the basis of the documents lodged and referred to by the Applicant, together with her submissions that the order for payment in her favour of be granted.

Decision

21. The Tribunal granted an order for payment of £3078.10.

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.



4 November 2022

Legal Chair

Date