



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 Housing (Scotland) Act
2014**

Chamber Ref: FTS/HPC/CV/23/2317

Re: Property at 36A New Street, Stevenston, KA20 3HF (“the Property”)

Parties:

Europe & Jersey Estates Ltd, 30 East Main Street, Darvel, KA17 0HP (“the Applicant”)

Mr George Connelly Lynn, 8A Quay Street, Saltoats, KA21 5EU (“the Respondent”)

Tribunal Members:

Josephine Bonnar (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 £1695 should be granted against the Respondent in favour of the Applicant.

Background

- 1. The Applicant seeks a payment order in relation to unpaid rent and the cost of re-instating the property at the end of the tenancy. A copy tenancy agreement, photographs and invoices were lodged in support of the application.**
- 2. Sheriff Officers served a copy of the application and supporting documents on the Respondent. Both parties were notified that a Case Management Discussion (“CMD”) would take place on 23 October 2023 at 2pm by telephone conference call and that they were required to participate.**
- 3. The CMD took place on 23 October 2023 2023 at 10am. Mr Johnstone represented the Applicant. The Respondent did not participate and was not represented. He did not contact the Tribunal in advance of the CMD or lodge written representations.**

Case Management Discussion

4. Mr Johnstone advised the Legal Member that the Respondent has made no payments to the rent arrears or cost of re-instating the property since the application was lodged. He said that the Respondent did not pay a deposit at the start of the tenancy. Although the tenancy agreement stipulates that rent be paid in advance, Mr Lynn was in receipt of benefits, which resulted in the rent being paid in arrears. The payment due on 23 April 2023, for the period 23 March 2023 to 22 April 2023 was not received. The Respondent then vacated the property around that date, without giving a month's notice as required by the tenancy agreement. He therefore owes two months' rent – the sum of £700.
5. The Legal Member noted that the Applicant had lodged photographs of the condition of the property at the end of the tenancy together with invoices from various contractors who had cleared and cleaned the property, repaired holes in walls and redecorated (£720). There were also receipts for replacement carpeting and vinyl (£170 and £80). The Legal Member also noted that the Applicant seeks an additional sum of £25 for electricity. Mr Johnstone advised that the electricity was in arrears at the end of the tenancy and that the Applicant had to pay the sum of £25, for electricity used by the Respondent during the tenancy, before they could have power restored to the property. Mr Johnstone concluded by stating that he was seeking a payment order for the sum of £1695 with interest. In response to questions from the Legal Member, he indicated that he was seeking interest at the rate of 8% or such other rate as the Tribunal determined.

Findings in Fact

6. The Applicant is the owner and Landlord of the property.
7. The Respondent was the tenant of the property in terms of a short assured tenancy agreement.
8. The Respondent was due to pay rent at the rate of £350 per month.
9. The Respondent owes the sum of £700 in unpaid rent to the Applicant.
10. The Respondent was contractually obliged to look after the property, to keep it clean and tidy and to pay all utility charges.
11. The Respondent vacated the property on or about 23 April 2023. The Respondent had damaged walls and carpets at the property, left it in a dirty condition and left a large number of items within the property.

12. The Applicant has incurred the sum of £970 re-instating the property as a result of the neglect and damage caused by the Respondent.
13. The Applicant has also incurred the sum of £25 to restore electricity to the property as a result of arrears incurred by the Respondent.

Reasons for Decision

14. From the documents submitted with the application, and the information provided at the CMD, the Legal Member is satisfied that the Respondent owes the sum of £700 in unpaid rent to the Applicant. The Legal member is also satisfied that the Applicant has incurred the sum of £995 in re-instating the property, as a result of the Respondent breaching the tenancy agreement by damaging and neglecting the property, leaving a number of items in the property at the end of the tenancy and failing to pay his electricity charges.
15. The Applicant seeks interest in terms of Rule 41A of the Tribunal Procedure Rules, at the rate of 8% from the date of the decision to grant the order. The Legal Member is satisfied that interest should be awarded at this rate.

Decision

16. The Tribunal determines that an order for payment should be granted 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.

Legal Member:



23 October 2023