



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/23/2792

Re: Property at Flat 5 11 Deemount Road, Aberdeen, AB11 7TY (“the Property”)

Parties:

Mr James Samson, 15 Strand, Innerleithen, EH44 6HT (“the Applicant”)

Mr Colin McHardy, 56 Springfield Ave, Aberdeen, AB15 8JB (“the Respondent”)

Tribunal Members:

Lesley-Anne Mulholland (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent has to pay the Applicant the sum of £505.00

BACKGROUND

1. The Applicant is the former tenant of the property Flat 5, 11 Deemount Road Aberdeen AB11 7TY (“the Property”). The Respondent is the owner and Landlord of the property. The Applicant seeks a Payment Order in the sum of £625, that being the full deposit amount.
2. This statement should be read alongside the written statement of reasons in relation to the application for compensation arising from the Respondent’s failure to protect the deposit in a safe deposits scheme under reference HPC/CV/23/2791.

3. A Legal Member of the First-tier Tribunal with delegated powers of the Chamber President, considered the application paperwork and accepted that the application as validly made.
4. The Case Management Discussion took place remotely by telephone on 3 November 2023. The Applicant was present and unrepresented. The Respondent failed to attend without excuse. I waited until 10:30 am to give the Respondent an opportunity to join. I checked with the Clerk and Administration to see if he had made contact. I was advised that he had not.
5. Having had regard to the overriding objective and having satisfied myself that the Respondent was properly informed of today's Case Management Discussion, I decided to proceed in his absence. The Respondent had been in communication with the Tribunal and set out his position by making an offer to pay the deposit of £625 less £180 cleaning fee leaving a balance of £445.
6. The Applicant outlined the reasons for the application. In summary, the Applicant accepts that a sum would be due in respect of cleaning the property but disputes the £180 figure. The property was left in a reasonable condition and he kept it tidy throughout the tenancy. He accepted a clean would be required at the end of the tenancy. He asked the Respondent to provide him with a detailed invoice which has not been forthcoming.
7. I have considered all of the paperwork before me and oral submissions made by the Applicant. According to the Landlord, that he paid £180 representing 4 hours cleaning at £45 per hour. Despite been called upon by the Applicant to produce a detailed invoice, the Landlord has failed to do so.
8. I find that £45 per hour is a large amount for a cleaning contract. Accordingly, I have decided that £30 an hour is the correct sum. The Applicant stated that the property was clean and recently painted upon arrival. Having considered the Respondent's position that the cleaners had to dispose of food products left by the Applicant, and the Applicant's acceptance that this could be possible, I find that the Applicant is entitled to the sum of £505 that being the deposit of £625 less £120 representing 4 times £30 per hour cleaning cost.

DECISION

An Order for Payment is granted in the amount of £505.00.

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.

