



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

Chamber Ref: FTS/HPC/CV/23/2489

Re: Property at 2-1, 83 Wilson Street, Glasgow, G1 1UZ (“the Property”)

Parties:

Mr Matthew Gunn, 76 Barfillan Drive, Glasgow (“the Applicant”)

Ms Tamryn Dobbie, 4-1, 53 Hutcheson Street, Glasgow, G1 1SJ (“the Respondent”)

Tribunal Members:

Gillian Buchanan (Legal Member)

Decision (in absence of the Respondent)

At the Case Management Discussion (“CMD”), which took place by telephone conference on 15 January 2024, the Applicant was in attendance. The Respondent was neither present nor represented.

The tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”) had been satisfied relative to the Respondent having received notice of the CMD and determined to proceed in the absence of the Respondent in terms of Rule 29.

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that:-

Background

The Tribunal noted the following background:-

- i. The Applicant leased the Property to the Respondent in terms of a Private Residential Tenancy Agreement (“the PRT”) that commenced on 1 June 2021.
- ii. The rent payable in terms of the PRT was agreed to be £850 per calendar month payable in advance.
- iii. A deposit of £850 was also paid and lodged with My Deposit Scotland.
- iv. The application to the Tribunal is dated 8 September 2023.

- v. The Applicant seeks a payment order against the Respondent in a sum of £908 in respect of damages relative to flooring, cleanliness, painting, damaged furniture and furniture removal.

The CMD

At the CMD the Applicant made the following representations in respect of this application:-

- i. At the outset of the PRT the Applicant gave to the Respondent the Inventory Report and Schedule of Condition. She did not sign or make any remarks thereon.
- ii. The Respondent vacated the Property in March 2023.
- iii. The Applicant prepared the Check Out Report on 6 March 2023. The Respondent was not present. She refused to meet the Applicant and posted the keys to the Property back to him.
- iv. The Applicant subsequently emailed the Check Out Report to the Respondent. She did not reply.
- v. The Applicant's claim is solely for damages associated with the flooring, cleanliness, painting, damaged furniture and furniture removal. The deposit was insufficient to cover the sums due.
- vi. My Deposit Scotland Adjudicated upon the Applicant's claim for the return of the deposit. The Respondent conceded £450 should be released to the Applicant and disputed the balance of £400 being due to him.
- vii. My Deposit Scotland determined that:-
 - a. Cleaning - The Applicant's claim for payment of £235 for a deep clean (£205) and cleaning windows (£30) was properly payable from the deposit.
 - b. Decoration – Of the Applicant's claim for payment of £610, that 75% thereof was properly payable to the Applicant, being £457.50.
 - c. Carpet Replacement – Of the Applicant's claim for payment of £995, that 50% thereof was payable to the Applicant, being £497.50.

The deposit held was insufficient to cover these sums in full and My Deposit Scotland did not therefore proceed to adjudicate upon the Applicant's additional claims for payment of £108 for painting and supplies, £400 for sofa damage and £60 for furniture removal.
- viii. Whilst the Applicant did not agree with My Deposit Scotland's determination in respect of his claims for decoration and carpet replacement he has accepted that determination. A balance remains due in respect of those sums, being £340 plus £568 in respect of the painting and supplies, sofa damage and furniture removal.
- ix. The sofa damage consisted of a ripped back and a cushion chewed by a dog such that the sofa required replaced.
- x. The furniture removal consisted of a chest of drawers left behind by the Respondent.
- xi. The Applicant has invoices for each claim and seeks a payment order in a sum of £908.

Findings in Fact

- i. The Applicant leased the Property to the Respondent in terms of the PRT that commenced on 1 June 2021.
- ii. The rent payable in terms of the PRT was agreed to be £850 per calendar month payable in advance.
- iii. A deposit of £850 was also paid and lodged with My Deposit Scotland.
- iv. The Respondent vacated the Property in March 2023.
- v. The Check Out Report prepared by the Applicant and dated 6 March 2023 shows damage to the decoration and floorcoverings of the Property and the sofa. The Check

Out Report also shows the unclean state in which the Property was left by the Respondent and the chest of drawers left behind that required to be removed.

- vi. The Applicant has recovered the deposit of £850 in full and has offset that amount against the total damages sought. The balance payable taking into account the adjudication of My Deposit Scotland, which the Applicant accepts, is £908 which is the sum claimed.
- vii. The sum claimed is reasonable.

Reasons for Decision

The Respondent did not submit any representations to the Tribunal and did not attend the CMD. The factual background narrated by the Applicant within the application and orally at the CMD was not challenged and was accepted by the Tribunal.

The Check Out Report dated 6 March 2023 clearly showed damage to the Property and the fittings, furniture and decoration. The Report also showed the chest of drawers left behind by the Respondent.

My Deposit Scotland has adjudicated upon the Applicant's claim for payment of damages to the extent of the deposit held. He accepts the outcome of that adjudication. The balance due of £908 which is reasonable.

Decision

The Tribunal makes a payment order in favour of the Applicant against the Respondent in a sum of £908.

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.

Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.

Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period for receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.



Legal Member/Chair

15 January 2024
Date