



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/24/0021

Re: Property at 3 Station Path, Newport-on-Tay, Fife, DD6 8JR (“the Property”)

Parties:

Mr Karl Mooney, 4 Hill Street, Newport-On-Tay, Fife, DD6 8JS (“the Applicant”)

Mrs Sheona Vincent-Kilbride, Mr Liam Vincent-Kilbride, 28 Borthwick Place, Balmullo, St Andrews, KY16 0EB (“the Respondents”)

Tribunal Members:

Graham Harding (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Application should be dismissed.

Background

1. By application dated 1 November 2023 the Applicant applied to the Tribunal for an order for payment in respect of a claim for damage to the property, removal of items and unpaid rent in respect of the Respondents’ tenancy of the property. The Applicant submitted a copy of a tenancy agreement, written representations, and photographs and emails in support of the application.
2. By Notice of Acceptance dated 12 March 2024 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion (“CMD”) was assigned.
3. Intimation of the CMD was served on the Respondents by Sheriff Officers on 19 July 2024.

4. By email dated 9 August 20 24 the Respondents' representative Mrs Donna Vincent submitted written representations to the Tribunal on behalf of the Respondents.
5. By emails dated 13 and 18 August 2024 the Applicant submitted further written representations to the Tribunal.

The Case Management Discussion

6. A CMD was held by teleconference on 21 August 2024. The parties attended in person.
7. The Applicant confirmed he was seeking payment from the Respondents in respect of the damage to a radiator caused by the Respondents, the removal of radiator valves and fittings and unpaid rent following the Respondents remaining in the property after the tenancy ended.
8. The Tribunal noted that the Respondents had given notice that the tenancy would end on 22 November 2022. The Tribunal also noted that rent had been paid up to that date but that the Respondents had remained in the property until 6 December 2022 and that a further £290.61 of rent was due. The Tribunal queried with the Respondents if they accepted that the additional rent was due. Mr Vincent-Kilbride said that he had on several occasions tried to pay the additional rent but that this had been refused by the Applicant and that after taking legal advice had then not paid it when the Applicant had asked for payment. For his part the Applicant said that he had also taken legal advice and had been told not to accept rent payment after the date of termination of the tenancy whilst the Respondents remained in occupation as that might be regarded in acceptance of the Respondents being allowed to remain as tenants. After some further discussion the Respondents accepted that as they had remained in the property until 6 December the Applicant would be entitled to payment for the sum sought.
9. The Tribunal noted that during the tenancy there was an issue with a radiator in the property. According to the Respondents the bracket holding the radiator had come loose causing the bracket to bend and the radiator to come off the wall causing damage to the pipework and a leak. This had necessitated calling out a plumber at a cost to the Respondents of £150.00. The Tribunal noted there had been a further cost incurred by the Applicant to another plumber in the sum of £159.60. The Tribunal noted that although the Applicant had initially refunded the payment made by the Respondents, he now did not accept the Respondents version of events and referred the Tribunal to the series of photographs submitted with the application which he said showed that the Respondents' version of events was incorrect and suggested that the Respondents had interfered with the radiator assembly themselves causing damage.
10. The Respondents denied interfering with the radiator and continued to blame the faulty bracket. The Respondents also pointed out that the Applicant had not

refitted the radiator following the end of the tenancy and therefore the Applicant's claim for the cost of replacement valves was misplaced as these had not been purchased.

11. The Tribunal indicated it would be prepared to allow a hearing in respect of the claim for the plumbers' bills excluding the cost of replacement valves as these had not been purchased by the Applicant. At that point Mrs Vincent-Kilbride advised the Tribunal that her husband was waiting on brain surgery and the Respondents did not wish matters to go further and offered to make immediate payment of £290.61 in respect of the rent due and with no admission of liability, payment of a further £309.60 in respect of the plumbers' bills. In light of the Tribunal's decision with regards to the remainder of the claim the Applicant confirmed that this would conclude matters.

Findings in Fact

12. The Respondents entered into a Private Residential tenancy of the property on 26 June 2022 and vacated the property on 6 December 2022.
13. The Respondents owed the Applicant £290.61 in respect of their occupancy of the property from 22 November 2022 to 6 December 2022.
14. A radiator was damaged on 10 July 2022 and was disconnected by a plumber.
15. The radiator was not reinstalled by the Applicant prior to the property being sold.
16. The Applicant did not purchase replacement valves for the radiator.
17. The Respondents agreed to pay the Applicant £309.60 with no admission of liability in respect of the plumbing costs incurred by the Applicant.
18. The Respondents agreed to pay the Applicant £290.61 in respect of their occupancy of the property from 22 November 2022 until 6 December 2022.

Reasons for Decision

19. The Applicant claimed for the cost of replacing valves that had been removed from the property but did not incur the cost of replacement prior to selling the property. As a result, the Tribunal was not satisfied that the Applicant had incurred a loss and refused this part of the Applicant's claim.
20. The Respondents agreed to pay the Applicant the remainder of the claim and following the end of the CMD provided the Tribunal with confirmation that payment of £600.21 had been sent to the Applicant's bank account.
21. The Tribunal was therefore satisfied that although the Applicant was entitled to an order for payment in the sum of £600.21 it was not necessary for the order

to be issued payment having been made and determined to dismiss the application.

Decision

- 22.** The Tribunal being satisfied it had sufficient information before it to make a decision dismisses the application.

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.

G.Harding

Legal Member/Chair

22 August 2024
Date