



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/24/0079

Re: Property at 81 Hardgate Drive, Glasgow, G51 4XW (“the Property”)

Parties:

Glasgow City Properties Limited, 1 Cambuslang Court, Cambuslang, G32 8FH (“the Applicant”)

Miss Michelle Keaney, 1/1, 11 South Croft Street, Glasgow, G51 2DH (“the Respondent”)

Tribunal Members:

Mary-Claire Kelly (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of FIVE THOUSAND THREE HUNDRED AND THIRTEEN POUNDS AND TWELVE PENCE (£5313.12).

Background

1. By application dated 19 April 2024 the applicant seeks an order for payment in respect of rent arrears and the cost of carrying out repairs and cleaning at the end of the tenancy period.
2. The applicant lodged the following documents with the application:
 - Copy tenancy agreement
 - Rent accounts for the duration of the tenancy
 - Copy invoices relating to the repairs work/cleaning
 - Photographs of the property following the tenant’s removing

Case management discussion (“cmd”) – teleconference – 18 September 2024

3. The applicant was represented by Ms Lawrie, Head of Residential Letting, Homes for Good (Scotland) GIC. The respondent was not present or represented. The Tribunal was satisfied that the respondent had received proper notice of the cmd and that personal service of the papers had been carried out by Sheriff Officers on 19 August 2024 and proceeded with the cmd in their absence in terms of rule 29.
4. Ms Lawrie sought an order for payment for the following items:
 - Rent arrears: £2759.32
 - Deep clean: £250
 - Kitchen worktop repair: £1405.80
 - Painting and repair of internal walls: £2125
 - Uplift of tenant property left at the property: £168
5. Ms Lawrie stated that the tenants deposit of £1395 had been applied to the accumulated costs which left an outstanding amount of £5313.12.
6. Ms Lawrie confirmed that the tenancy had commenced on 21 July 2022. The tenant had left the tenancy on 25 January 2024. At that date the outstanding arrears amounted to £2759.32. Ms Lawrie stated that the monthly rent for the property had been £1395.
7. In relation to the other items Ms Lawrie stated that the property had been freshly decorated with a new kitchen installed before the respondent moved in. The damage to the kitchen worktop resulted from a fire which had taken place which the respondent had not told the applicant about prior to moving out of the property. An invoice from Handyman Services Bishopriggs dated 23 February 2024 confirmed the costs of the repair works.
8. In relation to the painting and repair of the internal walls an invoice from D&R decorators dated 2 February 2024 had been produced confirming the outlay. Ms Lawrie stated that the level of damage to the décor in the property was beyond what could be reasonably expected as fair wear and tear. She stated that in her experience as a letting agent the level of damage to the walls was beyond what would be expected even in a property with young children.

9. An invoice had been produced from Bonarlor Hands on Service Ltd dated 15 February 2024 confirming that a deep clean of the property had been carried out at a cost of £250. Photographs had also been produced showing that the bathroom in the property had been in a poor state of cleanliness at the date the respondent departed.
10. Ms Lawrie confirmed that no payments had been received by the respondent towards the outstanding arrears or repairs costs since she had left the tenancy. Ms Lawrie advised that the respondent had been in receipt of universal credit housing costs to cover the cost of the rent due in the property.

Findings in fact

11. Parties entered into a tenancy agreement with a commencement date of 21 July 2022.
12. Monthly rent due in terms of the agreement was £1395.
13. The respondent moved out of the property on 25 January 2024.
14. Rent arrears as at 25 January 2024 amounted to £2759.32.
15. The respondent has not made any payments towards the rent arrears since 25 January 2024.
16. The deposit of £1395 paid by the respondent has been paid toward the repairs/cleaning works carried out in the property.
17. Following the tenancy ending the respondent carried out repairs and cleaning works to the tenancy at a cost set out in paragraph 4 above.
18. In terms of the tenancy agreement signed by the parties the respondent is liable to cover the costs incurred by the applicant.

Reasons for the decision

19. The Tribunal had regard to the application and the documents lodged by the applicant including photographs of the property and invoices for work carried out. The Tribunal also had regard to the oral representations made at the cmd.
20. The Tribunal gave weight to the fact that the respondent had not lodged any defence to the application or disputed the sum sought in any way.

21. The Tribunal accepted the invoices presented by the applicant which provided vouching for each of the individual items claimed for as true and accurate.
22. The Tribunal accepted as accurate the rent account lodged by the applicant showing the level of outstanding arrears.
23. Paragraph 11 of the lease agreement stated that where the tenant owes the landlord an amount greater than the amount held in deposit in relation to amongst other items, rent arrears, breakages, losses or damage to the property, cleaning and redecoration costs, the tenant will remain liable for these costs and the landlord may take action to recover the difference from the tenant.
24. Paragraph 42 of the tenancy agreement stated that the tenant will leave the tenancy in a like condition to that at the beginning of the tenancy agreement.
25. The tenancy agreement also provided that the tenant would remove all property at the end of the tenancy.
25. The Tribunal took into account Ms Lawrie's submission which was unchallenged that the damage to the décor in the property went beyond what could be considered "fair wear and tear" and accordingly determined that the respondent was liable to cover the costs of the charge in respect of redecorating the property.
26. The Tribunal found the tenant to be in breach of the tenancy agreement and liable for the repairs that required to be carried out.

Decision

The Tribunal determined to grant an order for payment in the sum of £5313.12.

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.

Mary-Claire Kelly

18 September 2024

Legal Member/Chair

Date