

**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended (“the Regulations”)**

**Chamber Ref: FTS/HPC/CV/24/2462**

**Re: Property at Flat 6, 1 Forganhall Court, Falkirk, FK2 7ZX (“the Property”)**

**Parties:**

**LAR Housing Trust, Buchan House, Enterprise Way, Fife, Dunfermline, KY11 8PL (“the Applicant”)**

**Mrs Lauren Gardner, 37 Montrose Avenue, Glasgow, G32 8JP (“the Respondent”)**

**Tribunal Members:**

**Nicola Weir (Legal Member) and Leslie Forrest (Ordinary 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 by the Respondent in the sum of £2,938.84 should be made in favour of the Applicant.**

**Background**

1. By application received on 29 May 2024, the Applicant sought a payment order against the Respondent in the sum of £2,938.84 in respect of the costs of repairing, decorating, clearing and cleaning the Property at the end of the tenancy. Supporting documentation was submitted with the application, including a copy of the tenancy agreement, various invoices, a check-in Report dated 14 December 2022 and a check-out Report dated 22 April 2024. This application was conjoined with a separate payment application in respect of rent arrears outstanding.
2. Following initial procedure, the application was subsequently accepted by a Legal Member of the Tribunal acting with delegated powers from the Chamber

President who issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations on 18 June 2024. Notification of the application was made to the Respondent at her new address, as above, by Sheriff Officer on 29 July 2024, together with the date, time and arrangements for a Case Management Discussion (“CMD”). No written representations were lodged by the Respondent prior to the CMD.

### **Case Management Discussion**

1. A Case Management Discussion (“CMD”) took place by telephone conference call on 27 August 2024 at 10am, attended by Ms Jacky MacDonald, Operations Manager of the Applicant. Ms Simone Callaghan of TC Young, solicitors represented the Applicant in connection with the conjoined rent arrears application but was not representing the Applicant in this application and accordingly left the conference call before the commencement of this CMD. The commencement of the CMD was delayed for 5 minutes to allow an opportunity for the Respondent to join late but she did not do so.
2. Following introductions and introductory remarks by the Legal Member, Ms MacDonald confirmed the background to this application. She made reference to the invoices lodged in support of the application and explained in detail the condition the Property had been left in by the Respondent when she vacated and the tenancy terminated on 22 April 2022. Ms MacDonald confirmed that she had last been in the Property in October 2023 when the Respondent was still in occupation and matters seemed quite amicable at that stage. However, she was surprised to see how much the Property had deteriorated by the time the Respondent had vacated. She explained that communications had lessened after October 2023 and that the Respondent had not attended the check-out appointment, instead just leaving the keys under a mat.
3. Essentially, the Property had been left full of stuff and they had to pay a contractor £420 for clearing the Property of fifteen black bags of waste which had to be transported to a skip. The Respondent had painted a wall black and wallpapered but, over and above that, the whole house required to be stripped and redecorated to make it good at a cost of £2,062. The Respondent appeared to have tried to paint the Property herself but this had been ‘slap-dash’ and there was paint on all the skirtings, handles and sockets which had to be stripped back and redecorated. Ms MacDonald confirmed that they had purchased the Property in December 2020 from the developer, when the Property had been in pristine condition. She drew attention to the check-in report and photographs compared to the check-out report and photographs. She explained that she would not normally have expected to have to re-decorate a whole property after this length of tenancy and that a tenant would not be responsible for fair wear and tear but this was not such a situation. The Property was filthy and the carpets needed to be cleaned. In addition, the Respondent had removed all lightbulbs and batteries/covers from the smoke alarms and repairs required to be carried out. Storage heaters needed re-hung and the locks needed to be changed due to the circumstances, although the Respondent has not been charged for this. Reference was made to the

other invoices produced in respect of repair costs of £138.84 and cleaning costs of £318.

4. Ms MacDonald confirmed that the Respondent did not have any children or pets living with her at the Property. She did have a partner but he was not on the tenancy agreement and permission had not been granted by the Applicant for him to live there. Although there was a tenancy deposit recovered by the Applicant, this had been applied in its entirety to the outstanding rent arrears and deducted from the amount claimed in the separate rent arrears application.
5. The Tribunal Members discussed briefly and confirmed that a payment order of £2,938.84 would be granted, being the amount sought in terms of the application. Ms MacDonald was thanked for her attendance.

### **Findings in Fact**

1. The Applicant is the owner and the landlord of the Property.
2. The Respondent was the tenant of the Property by virtue of a Private Residential Tenancy which commenced on 14 December 2022.
3. The monthly rent in terms of the tenancy was originally £504.70 and there was a tenancy deposit taken for the same sum.
4. There was a background of rent arrears and an application for eviction was lodged, together with the conjoined application for payment of rent arrears.
5. The Respondent moved out of the Property, with the tenancy having terminated as at 22 April 2024.
6. The tenancy deposit of £504.70 was recovered by the Applicant, following the ending of the tenancy, but was applied to the rent arrears outstanding.
7. A check-out report was prepared by the Applicant on 22 April 2024.
8. The Respondent did not attend the check-out appointment, having already vacated and having left the keys outside.
9. The condition of the Property had substantially deteriorated during the Respondent's tenancy.
10. The Applicant has incurred costs amounting to £2,938.84 in rectifying the condition of the Property and had produced vouching and other evidence in support of the costs claimed.
11. The costs incurred by the Applicant including the costs of clearing the Property of waste, re-decorating, carrying out repairs and cleaning.

12. The Respondent has not submitted any written representations, nor sought time to pay, in respect of this Application.
13. The Respondent did not attend the CMD.
14. The sum of £2,938.84 is due and resting owing by the Respondent to the Applicant and has not been paid by the Respondent.

### **Reasons for Decision**

1. The Tribunal considered all of the background papers, including the application and supporting documentation and the oral submissions made on behalf of the Applicant at the CMD. The Tribunal noted that no representations had been made by the Respondent and that she did not attend the CMD, having been properly and timeously notified of same by way of Sheriff Officer. The Tribunal was satisfied that the application was in order.
2. The Tribunal considered that there was nothing to contradict the information on behalf of the Applicant and therefore no requirement to continue the application to an Evidential Hearing. The Tribunal was satisfied that the Applicant was entitled to restore the Property to the condition in which it had been let to the Respondent and that the costs claimed had been properly vouched and evidenced by the Applicant and were reasonable in the circumstances which had been fully explained by Ms MacDonald. The Tribunal was satisfied that the Respondent was responsible for these costs and that, in all these circumstances, a payment order could properly be made at the CMD in the sum sought.

### **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.**

# N Weir

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Legal Member/Chair

**27 August 2024**  
Date