



Decision with Statement of Reasons 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/24/1304

Re: Property at 15 Balachlan Drive, Inverness, IV3 8LW (“the Property”)

Parties:

HHA2 LLP (formerly Highland NHT2 2012 LLP), Highland Housing Alliance, 28 Queensgate, Inverness, IV1 1DJ (“the Applicant”)

Mr Richard Matheson, 48 Cranmore Drive, Smithton, Inverness, IV2 7FG (“the Respondent”)

Tribunal Members:

George Clark (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application could be decided without a Hearing and made an Order for Payment by the Respondent to the Applicant of the sum of £

Background

1. By application, dated 18 March 2024, the Applicant sought an Order for Payment in respect of rent that had become lawfully due by the Respondent to the Applicant. The sum sought was £9,210.54. The Applicant also sought compensation by way of reimbursement of costs incurred following the termination of the tenancy on 5 December 2023.
2. The application was accompanied by a copy of a Short Assured Tenancy Agreement between Highland NHT2 2012 LLP and the Respondent, commencing on 11 January 2016 at a monthly rent of £448.71, a Rent Statement showing arrears as at 5 December 2023 of £9,210.54, and Invoices from various contractors for clearance services (£360), cutting, tidying and removing waste from the garden (£168), an end of tenancy clean,

including carpets and resealing the bath (£700), redecoration (£3,984) and changing the locks (£165).

3. On 21 August 2024, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 11 September 2024. The Respondent did not make any written representations to the Tribunal.

Case Management Discussion

4. A Case Management Discussion was held by means of a telephone conference call on the morning of 25 September 2024. The Applicant was represented by Mrs Gail Matheson and Mrs Kelly Campbell and by Mrs Sara di Carlo of Harper Macleod LLP, Inverness. The Respondent was not present or represented.
5. The Applicant's representatives told the Tribunal that the claims for reimbursement should be regarded as reasonable. The state of decoration when the Respondent left was worse than could be attributed to fair wear and tear and that there were holes in some of the walls which had to be repaired.

Reasons for Decision

6. Rule 17 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it all the information and documentation it required to enable it to decide the application without a Hearing.
7. The Tribunal was satisfied that the sum sought by way of rent, had become lawfully due by the Respondent to the Applicant. The Tribunal was also satisfied that the Respondent was under an obligation to keep the Property, including the garden, clean and tidy, to dispose of rubbish in an appropriate manner and that he had failed to return the keys when he vacated the Property. Accordingly, the Tribunal accepted that the Applicant was entitled to be reimbursed in respect of those matters.
8. The Tribunal's view was that, in relation to redecoration, account must be taken of fair wear and tear and also that it would be reasonable to expect that redecoration would be required at the end of a tenancy that had lasted almost eight years, even if neglect by the Respondent resulted in the decorative condition worse than would be reasonably expected after taking into account fair wear and tear. It was a cost that would, in all probability, have been incurred anyway before the Property could be re-let. The Tribunal was not, therefore, prepared to make an Order for reimbursement of the whole cost of redecoration. The Invoice from the decorators did not make any mention of repairs to walls, but the Tribunal accepted the evidence of the Applicant that there had been some damage. That had been stated in the application and had not been challenged by the Respondent. The Tribunal was prepared to allow

reimbursement of £500 towards the repair cost, but otherwise rejected the claim in respect of redecoration.

9. Having considered all of the evidence before it, the Tribunal decided to make an Order for Payment in the sum of £14,087.54, being £9,210.54 in respect of unpaid rent and £4,877 by way of reimbursement of costs incurred as a result of the Respondent's failure to comply with his obligations under the Tenancy Agreement

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 Clark

Legal Member/Chair

25 September 2024
Date