



**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/24/2083

Re: Property at 17 BROOMVIEW PATH, EDINBURGH, EH11 4FH (“the Property”)

Parties:

**MR RAJESH SOOGANAGOUDA, 17 BROOMVIEW PATH, EDINBURGH, EH11
4FH (“the Applicant”)**

**MRS SARANDA ELLURU and MR RAMANJANEYLU ELLURU, residing together
at FLAT 3, 350 BROOMHOUSE ROAD, EDINBURGH, EH11 3US (“the
Respondents”)**

Tribunal Members:

Andrew Cowan (Legal Member)

Decision (in absence of the Respondents)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the sum of £4395 was lawfully due by the
Respondents and granted an order for payment of that sum by the
Respondents to the Applicant, together with interest thereon at the rate of 3%
per annum running from the date of the decision of the First-tier Tribunal to
grant this order, being 03 October 2024, until payment.**

Background

- 1. By an application dated 07 May 2024 (“the Application”), the Applicant sought an order for payment of £4742, together with interest thereon at the rate of 3% per annum, from the Respondents in respect of rent arrears and other charges.**
- 2. A copy of the Application, along with a letter from the Tribunal giving details of a proposed Case Management Discussion, was intimated by Sheriff Officer upon the Respondents on 27 August 2024.**

3. A Case Management Discussion (“CMD”) took place by teleconference on 03 October 2024. The Applicants were represented at the CMD by Mr. Scott Runciman of Gilson Gray LLP.
4. The Respondents did not join the CMD call. The Tribunal were satisfied that the Application, and details of the CMD, had been intimated upon the Respondents by Sheriff Officers on 27 August 2024. The Respondents have not made any written representations to the Tribunal in advance of the CMD. The Tribunal is satisfied that the Respondents have been given reasonable notice of the date, time and place of the CMD and that the requirements of rule 24(1) of the First-Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Procedure Rules”) have been duly complied with. In the circumstances the Tribunal proceeded with the application in accordance with rule 29 of those Procedure Rules.
5. At the CMD the Tribunal was able to consider:
 - a. Written submissions, prepared by Mr Runciman on behalf of the Applicant, which explained the history of arrears or rent due by the Respondents, under a verbal tenancy agreement between the parties, together with an explanation of other costs incurred by the Applicant, and due by the Respondents, arising from the Respondents occupancy of the Property.
 - b. A Statement of rent arrears, and other charges, which had been lodged with the Application, showing total rent arrears, and other charges, due by the Respondents as at 3 December 2023 in the total sum of £4395.
 - c. Copy invoices in relation to cleaning costs incurred by the Applicant together with copy text messages between the Applicant and the Respondents in which the Respondents acknowledged their liability to make payment of common repair factoring charges which were due in relation to the Property.

Further Information:

6. At the CMD the Applicant’s representative accepted that the total sum vouched for in the statement of rent arrears and other charges was £4395. It was accepted that this was the full sum due by the Respondents. The Applicant’s representative therefore amended the application by reducing the sum claimed from £4742 (as claimed in the Application) to £4395, being the sum accounted for in the submitted statement of rent arrears and other charges.

7. The Applicant's representative explained to the Tribunal that the Respondents had accrued rent arrears in the sum of £3845 as shown in the rent statement which was lodged with the Tribunal. The Applicant's representative confirmed that no payment had been made by the Respondents towards the rent arrears after the date the of the Application.
8. The Applicant's representative explained that the Respondent was also seeking to recover the sum of £200 in respect of factoring charges in relation to the Property. The Applicant's representative explained that the Respondents had accepted the liability for all factoring charges which became due during the term of the verbal tenancy agreement between the parties. The factoring account for £200 related to charges incurred during the period that the Respondents occupied the Property and had not been paid by the Respondents. The Applicant's representative highlighted previous text messages between the Applicant and the Respondents in which the Respondents had accepted liability to pay such factoring charge, along with evidence that the Respondents had paid other factoring charges which had accrued during their period of occupancy of the Property.
9. The Applicant's representative explained that the Applicant was also seeking to recover the sum of £350 in respect of cleaning charges incurred by the Applicant after the Respondents removed from the Property in July 2023. The Applicant's representative explained that the Respondents had agreed with the Respondent to pay this cleaning charge but had failed to make such payment.
10. The total sum claimed by the Applicant is £4395 being arrears of rent (£3845), factoring charges (£200) and cleaning costs (£350).
11. The Applicants representative requested the tribunal to award interest on the sum claimed at the rate of 3% per annum from the date of any order made by the Tribunal in relation to the claim for payment.

Findings in fact, and in fact and law; reasons for decision

12. The Applicants let the Property to the Respondents in terms of a verbal tenancy agreement which commenced on or around December 2020. The monthly rent due in terms of the tenancy agreement between the parties was £1200.00.
13. The Respondents vacated the Property, and the Tenancy was terminated, on around July 2023.
14. As at the date of termination of the tenancy between the parties the Respondents had accrued arrears of rent under the terms of the tenancy agreement in the sum of £3845. Despite demands from the Applicant, the Respondents have failed to make payment of this sum to the Applicant.

- 15. As at the date of termination of the tenancy between the parties the Respondents were due and liable to make payment of factoring charges in relation to the Property in the sum of £200. Despite demands from the Applicant, the Respondents have failed to make payment of this sum to the Applicant.**
- 16. Following the termination of the tenancy between the parties the Respondents had agreed with the Applicant to make payment of the sum of £350 towards the costs of cleaning the Property. Despite demands from the Applicant, the Respondents have failed to make payment of this sum to the Applicants.**
- 17. As at the date of the CMD the total sum of £4395 remains due and owing by the Respondents to the Applicants in respect of arrears of rent and other charges due and unpaid by the Respondents in respect of their occupancy of the Property.**

Decision

Under rule 17(4) of the Procedure Rules the First-Tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.

The Tribunal accordingly granted an order for payment by the Respondents to the Applicant in the sum of £4395 together with interest thereon at the rate of 3% per annum from the date hereof, until payment.

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.

A Cowan

03 October 2024

Legal Member/Chair

Date