



**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/24/2377**

**Re: Property at Newlyn House, Killearnan, Muir Of Ord, Ross-Shire, IV6 7RX (“the Property”)**

**Parties:**

**Mrs Clare Blois, Mr Ian Blois, 4 Farlie View, Beauly, Inverness-Shire, IV4 7EZ (“the Applicant”)**

**Mr Trevor Geddes, 82 Benula Road, Inverness, IV3 8EL (“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 FOUR THOUSAND SIX HUNDRED AND EIGHTY-FIVE POUNDS (£4685)**

**Background**

1. By application accepted on 7 June 2024 the applicants seek an order for payment in respect of rent arrears and the costs of clearing the property and changing the locks after the respondent moved out.
2. The applicants lodged the following documents with the application:
  - Copy tenancy agreement
  - Bank statements
  - Invoice for change of locks

- Invoice for property clearance.
3. By email dated 5 September 2024 the applicants sought to reduce the sum being sought to £4685 to take into account refund of the £900 deposit. The amended sum also took into account the outlay in respect of property clearance.

### **Case management discussion (“cmd”) – teleconference – 2 October 2024**

1. The applicants were both present. The respondent was not present or represented. The Tribunal was satisfied that the respondent had received proper notice of the cmd. Sheriff Officers had served papers by letterbox delivery on the respondent on 26 August 2024. The Tribunal proceeded with the cmd in the respondent’s absence in terms of rule 29.
2. Ms Blois explained that the respondent had moved into the property in January 2019 under a joint tenancy with his partner. After she left parties entered into a new tenancy agreement with a commencement of 30 June 2023. The rent due in terms of the agreement was £900 per month. A deposit of £900 was paid. Ms Blois stated that the respondent stopped paying rent in October 2023. A notice to leave was served on 8 November 2023 by the applicants on the grounds that they intended to sell the property. Ms Blois stated that the respondent stopped communicating with the applicants in March 2024. The applicants were informed by neighbours that the respondent had moved out at the end of March. In early April 2024 the applicants attended the property and found that it had been vacated.
3. The applicants stated that arrears amounting to £4710, comprising 5 months and 1 week built from October 2023 until 7 April 2024 when the property was found to be vacant.
4. The applicants stated that the respondent had failed to clear the property of his personal possessions. In particular there was a large amount of equipment and chemicals left in the garage. The applicants produced an invoice in the sum of £780 in respect of clearance of the property.
5. The respondent failed to return the keys to the property resulting in an outlay of £95 to cover the cost of replacing the locks,

6. Ms Blois advised that they had received a refund of the deposit of £900 from the tenancy deposit scheme. After this amount was deducted the amount outstanding was £4685.

### **Findings in fact**

1. Parties entered into a tenancy agreement with a commencement date of 30 June 2023.
2. Monthly rent due in terms of the agreement was £900.
3. The tenancy terminated on or around 7 April 2024 when the applicant's found the property to have been vacated without any notice from the respondent.
4. Arrears as at 7 April 2024 amounted to £4710.
5. The respondent has not made any payments towards the rent arrears since leaving the property.
6. The applicants incurred costs of £780 relating to clearing the respondent's possessions from the property.
7. The applicants incurred costs of £95 for replacing the locks in the property.
8. The applicants received payment of £900 deposit from the tenancy deposit scheme.
9. The total outstanding after deduction of the deposit amounts to £4685.

### **Reasons for the decision**

10. The Tribunal had regard to the application and the documents lodged by the applicants including invoices for house clearance, lock replacement and bank statements showing non-payment of rent. The Tribunal also took into account their oral representations at the cmd.
11. The Tribunal took into account that the respondent had not lodged any defence to the application or disputed the sum sought in any way.
12. The Tribunal was satisfied that sum sought was lawfully due in respect of rent arrears, the cost of house clearance and the cost of replacement locks. The applicants had produced vouching for each of the items sought which was accepted by the Tribunal. The respondent was liable for payment of the house clearance expense as he had failed to remove his personal possessions from the property as he was required to do. The respondent was liable for payment

of the cost of replacement locks as he had failed to give proper notice and return the keys to the property as he was required to do.

### **Decision**

The Tribunal determined to grant an order for payment in the sum of £4685.

### **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.**

# M-C.Kelly

**Legal Member/Chair**

**2 October 2024**

**Date**