



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/24/1582

Re: Property at 327 Yarrow Terrace, Dundee, DD2 4HE (“the Property”)

Parties:

Mrs Deborah Gallacher and Mr Stephen Gallacher, 23 East Haddon Road, Dundee, DD4 7LD (“the Applicant”)

Mr Ashton Milroy, UNKNOWN, UNKNOWN (“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 SIX THOUSAND EIGHT HUNDRED AND THIRTY-EIGHT POUNDS AND NINETY-ONE PENCE (£6838.91)

Background

1. By application dated 21 March 2024 the applicants seek an order for payment in respect of rent arrears and the cost of making good damage to the property caused by the respondent at the end of the tenancy period.
2. The applicant lodged the following documents with the application:
 - Copy tenancy agreement
 - Rent statement
 - Invoice dated 7 March 2024 for carpet fitting
 - Invoice from Laws contracts dated 15 February 2024
 - Invoice for furniture removal

Case management discussion – 13 November 2024- teleconference

3. Ms Gallacher was in attendance. The respondent was not present or represented. Ms Gallacher confirmed that the respondent had moved out of the property without providing a forwarding address in January 2024. The Tribunal noted that papers were served on the respondent by advertisement in terms of rule 6A. The Tribunal was satisfied that proper notice of the cmd had been given to the respondent in terms of rule 24.1 and determined to proceed with the cmd in their absence in terms of Rule 29.
4. Ms Gallacher confirmed that the total outstanding arrears amounted to £3445 as evidenced by the rent account which had been lodged. She sought an order in that amount.
5. In addition Ms Gallacher stated that costs totalling £3894 had been incurred as a result of damage to the property by the respondent. Ms Gallacher stated that the front door had been left hanging off its hinges. Law Contracts carried out various works to the property as set out in the invoice which had been lodged. The invoice amounted to £3286.91. The works included:
 - Replacing the bathroom
 - New doors in the living room and kitchen
 - Installing new front door
6. Ms Gallacher also stated that an expense of £62 was incurred for the cost of removing furniture left in the property by the respondent. An invoice had been provided. A further £545 was incurred to replace the carpets. Ms Gallacher stated that carpets had been new when the tenancy had been commenced however after 18 months of the tenancy they had been severely damaged and had to be replaced. An invoice for this item had also been submitted dated 7 March 2024.
7. During the discussion Ms Gallacher advised that the deposit paid by the respondent in the sum of £500 had been paid to the applicants by the deposit scheme. It was agreed that the amount sought would be reduced by the deposit figure which would be applied to the amount due for damage to the property. Ms Gallacher amended the total amount being sought to £6839 in light of that deduction.

Findings in fact

8. Parties entered in a tenancy agreement with a commencement date of 1 May 2022.
9. Monthly rent due in terms of the agreement was £525.
10. The tenancy ended in January 2024.
11. Rent arrears as at January 2024 amounted to £3445.
12. The respondent damaged the condition of the property. As a result the applicants required to replace the front door, replace 2 internal doors, remove and replace the bathroom fittings, remove and replace the carpets, remove items of furniture left in the property.
13. The costs of repairing the damage caused by the respondent after deduction of the deposit amounted to £3393.91.

Reasons for the decision

14. The Tribunal had regard to the application and the documents and invoices lodged by the applicants. The Tribunal also took into account oral submissions at the cmd. The Tribunal had no reason to doubt the accuracy and validity of the documents provided which vouched the level of arrears and the costs of works carried out after the respondent vacated the property.
15. The Tribunal gave particular weight to the fact that the respondent had not lodged any defence to the application or disputed the sum sought in any way.
16. The Tribunal was satisfied that the rent arrears at the property amounted to £3445 as at the date of the cmd.
17. The Tribunal was satisfied that vouching had been provided in respect of the works carried out and detailed in the application. The Tribunal was satisfied that after deduction of the deposit of £500, the amount due to repair the damage caused amounted to £3393.91. This represented a nine pence deduction in the amount sought by the applicant as they appeared to have rounded up the figure being sought.

Decision

The Tribunal determined to grant an order for payment in the sum of £6838.91.

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

13 November 2024_____

Date