



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/24/0311

Re: Property at 5 MacDonald Road, Dingwall, IV15 9NZ (“the Property”)

Parties:

Mr Raymond MacKay, 19 Craigie Park, Aberdeen, AB25 2SE (“the Applicant”)

Mr Owen Easter, No forwarding address provided, UNKNOWN (“the Respondent”)

Tribunal Members:

Lesley-Anne Mulholland (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) decided to grant a Payment Order in the sum of £723.15 in favour of the Applicant against the Respondent.

1. This is an application under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016 for a Payment Order in respect of rent arrears.
2. The Applicant is the Landlord and owner of the Property. The Respondent is the Tenant. He entered into a Tenancy Agreement on 7 November 2022. The Tenancy Agreement specifies that £850 is due in respect of rent each calendar month, payable in advance.

3. A Case Management Discussion (CMD) took place at 2pm on 7 June 2024. This was continued to 1000am on 15 November 2024 to allow the Applicant to produce vouching for the costs associated for cleaning, repairing and removing goods from the Property at the end of the Tenancy.
4. The Respondent has failed to engage with the application in anyway. I decided to continue with the Discussion in his absence after being satisfied that the papers had been properly served and that he was notified of today's CMD. I had regard to the overriding objective.
5. The Applicant was represented at the continued Discussion today by Ms MacGilvray. The Respondent had not joined by the end of the discussion at 1040am. I was not informed of any attempt made by the Respondent to attend the Discussion. He was properly notified of the date and time.
6. The CMD note of 7 June 2024 is referred to for its terms.
7. The Applicant has produced invoices for the repair, removal and cleaning of the property.
8. An invoice dated 24 January 2024 for 2 keys in the sum of **£9.75** is allowed as the Respondent failed to return the keys at the end of the Tenancy.
9. Invoice 1 dated 10 January 2024 in the sum of **£259.00** is allowed in full as reasonable.
 - a) Item 1- removal of left behind items from the tenant to the local recycling centre in the sum of 8 hours at £15, giving a total of £120 is allowed. This relates to the items left within the property.

- b) Item 2- Purchase and fitting of three new light bulbs at a total cost of £12 has been allowed as reasonable, as these required to be replaced.
- c) Item 3- Purchase and fitting of a new curtain pole at a total cost of £22 has it been allowed as the curtain pole was falling off the wall, broken and could not be fixed.
- d) Item 4- filling holes in the walls of the property at a cost of £15 has been allowed as 2 holes, caused by the Respondent, in the bedroom wall required to be fixed as per the exit report found at page 11/63 of the bundle.

10. The invoice number 2862 dated 2 February 2024 in the sum of **£104.40** has been allowed for cleaning of the oven as it was left in a filthy state and required specialist cleaning as the photographs show.

11. Invoice 408 dated 5 July 2024 in the sum of £600 details various items with no breakdown per item.

- a) Grass cutting – I was informed that the grass had not been cut for 6 months – allowed.
- b) Removal of waste was allowed as the photographs show the state the property and gardens were left in.
- c) Removal of waste dumped over the fence- I was informed that these items were dumped there by the Respondent and allowed this item.
- d) Cleaning of gutters – I refused this claim as there was no information within the Tenancy Agreement to show that the Respondent was responsible for this and he had been in the property just over a year.

- e) Rotten shed removal –There was no information within the Tenancy Agreement to show that the Respondent was responsible for this. The shed belonged to the landlord and there was nothing before me to show that the Respondent was responsible for the shed rotting. There was some information within the exit report to show that the shed needed to be repaired. I informed Miss MacGilvray that I could continue the Discussion to another date to allow her to produce evidence to support this claim however she was happy to withdraw it.

- f) General gardening and weeding- I allowed this item as I was informed that the garden had not been attended to for around 6 months.

- g) Removal of poorly laid astroturf and tidy area - I allowed this item as I was informed that the Landlord had provided the astroturf however it had not been looked after by the Respondent and required to be replaced.

- h) I decided that £150 would be deducted because of the withdrawal of the claim for removal of the rotten shed and cleaning of the gutters. This leaves a balance of **£450**.

12. This means that the total due in respect of all invoices is

£259.00

£009.75

£104.40

£450.00

£823.15

13. The Applicant recovered the Deposit of £950.00. The Respondent is due the balance between £950 less £823.15 = £126.85.

14. The Respondent had accrued rent arrears of £850.00. I have deducted the balance of the Deposit due to him of £126.85 leaving the sum due to the Applicant of £723.15.

15. Accordingly, I decided to grant a Payment Order in that sum in favour of the Applicant against the Respondent.

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.

Lesley-Anne Mulholland

_____ . 15 November 2024
Legal Member/ **Date**