



**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/19/1071**

**Re: Property at 29 Redhall Gardens, Edinburgh, EH14 2HJ (“the Property”)**

**Parties:**

**Bannockburn Homes Ltd, C/O DJ Alexander Lettings Ltd, 1 Wemyss Place,  
Edinburgh, EH3 6DH (“the Applicant”)**

**Mr Lucas Drury, C/O Belmont Suzuki, 3 Salters Road, Wallyford, EH21 8JY  
 (“the Respondent”)**

**Tribunal Members:**

**Yvonne McKenna (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an order for payment be granted in the amount of  
£1977.63**

**Background**

1. This is an application for a payment order dated 11<sup>th</sup> March 2019 and brought in terms of Rule 111 (Application for civil proceedings in relation to an assured tenancy under the 1988 Housing (Scotland) Act) of *The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended. (The 2017 Regulations)
2. The Applicant sought payment of arrears in rental payment and costs incurred after the end of the tenancy in clearing, cleaning and repairing the Property of £2037.63 from the Respondent and provided with its application copies of the private residential tenancy agreement and rent arrears statement.

3. The tenancy agreement had been correctly and validly prepared in terms of the provisions of the Private Housing (Tenancies)(Scotland) Act 2016.

4. A Case Management Discussion (CMD) took place on 5<sup>th</sup> August 2019. The Applicant did not appear but was represented by Miss Cartwright property agent. The Respondent did not appear, nor was he represented. The Respondent has not responded to this application at any stage either in writing or by any other form of communication, save that he had indicated to sheriff officers when served with papers from the Tribunal that he is disputing the claim. The Tribunal was satisfied that the Respondent had been properly notified and proceeded with the CMD in his absence.

5. The CMD was adjourned to allow the Applicant to amend the application to correct the tribunal rule that the application was presented under. The original application had mistakenly been submitted under Rule 70 of the 2017 Regulations. Given that the 2017 Regulations required a 14-day notice period before the Tribunal may consent to the amendment the CMD was continued to a new CMD on 24<sup>th</sup> September 2019.

### **Case Management Discussion**

6. A CMD took place at 2.00pm at Riverside House Edinburgh. The Applicant was not present but was represented by Mr David Gibb property agent. The Respondent did not appear and was not represented. The Tribunal was satisfied that he had proper notice of the hearing and continued to determine the application.

7. Mr. Gibb told the Tribunal that the Respondent failed to make rental payments for the period 01/12/2018 to 18/01/2019 leaving an arrears balance of £1953.63. (which included direct debit bounced fees of £60). Following the end of the tenancy a checkout report was carried out. This identified that cleaning costs amounted to £174 and damages amounted to £210. A claim has been made to SafeDeposits Scotland to recover the deposit balance of £300. The total amount sought was £2037.63

8. A detailed rent statement showed that the rent outstanding was £1953.63.

9. The Applicant had produced a detailed invoice from Bernard Property Maintenance dated 24<sup>th</sup> January 2019 showing a breakdown of the cleaning required. This amounted to £174.00.

10. The Applicant had produced an invoice marked as duly paid from Jim Lamb Services dated 23<sup>rd</sup> January 2019 for services in clearing the Property. This amounted to £150

11. The applicant sought damages regarding a contribution to

- a shelf repair in the amount of £20. Photographic evidence showing the shelf having come away from the wall was shown in page 70 of the checkout report.

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- repairs to chewed skirting in the Property. Page 119 of the checkout report evidence the chewed skirting. A contribution towards the same was sought in the sum of £40.

12. The Applicant also sought damages of £60 regarding bounced direct debits. No proof of this loss was provided to the Tribunal and Mr. Gibb agreed that this amount should properly be deducted from the sum sought.

13. The Tribunal considered all the information to hand and granted an order in the amount of £1977.63 being the sum sued for less the £60 bank charges that were not vouched.

### **Findings in Fact**

The Tribunal considered the documentary evidence and made the following findings in fact; -

- a. The Parties entered into a Private Residential Tenancy commencing on 4<sup>th</sup> June 2018.
- b. The monthly rental was £1250.
- c. As at the date of the application 8<sup>th</sup> April 2019 the amount of rental arrears was £1893.63. (after deduction of £60 bounced direct debit fees)
- d. The tenancy ended on 18<sup>th</sup> January 2019
- e. The checkout report on 21<sup>st</sup> January 2019 identified cleaning and clearing costs required and slight damage to the Property.
- f. The cleaning costs amounted to £174
- g. The clearing costs amounted to £150
- h. The cost of repair amounted to £60
- i. An application has been made for the return of the £300 deposit to SafeDeposit Scotland by the Applicant.
- j. The sums owing to the Applicant by the Respondent amount to £1977.63

### **Reasons for Decision**

The Tribunal considered that the rental arrears had been established. The Private Residential tenancy created obligations between the parties, one of which was to pay the rent. The Tribunal also found that the claim for cleaning, clearing and repairs caused by the Respondent had been evidenced.

### **Decision**

The Tribunal granted the order for payment in the sum of £1977.63

### **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.**

Yvonne McKenna

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**Legal Member/Chair**

24/09/19  
\_\_\_\_\_  
**Date**