



**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/19/1087

Re: Property at 265 Clifton Road, Aberdeen, AB24 4HJ (“the Property”)

Parties:

**Miss Sheena Morris, Timmerbrig, Glenalmond Court, Methven, Perthshire, PH1
3UJ (“the Applicant”)**

**Ms Emanuela Ivanovici, Flat F, 21 Froghall Avenue, Aberdeen, AB24 3JX (“the
Respondent”)**

Tribunal Members:

Graham Harding (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the Applicant was entitled to an order for payment
by the respondent to the applicant in the sum of £1613.36.**

Background

1. By application dated 29 March 2019 the Applicant’s representatives, Wilson & Duffus, Solicitors, 7 Golden Square, Aberdeen, applied to the tribunal for an order for payment in respect of a claim for alleged rent arrears and other charges arising from the Respondent’s tenancy of the property. The Applicant’s representatives provided the Tribunal with a copy of the tenancy agreement and AT5, rent statement, emails to the Respondent, copy Notice to Quit, copy locksmith bill and copy invoice for tracing the Respondent.

2. By Notice of Acceptance dated 24 April 2019 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion was assigned.

3. Intimation of the Case Management Discussion was given to the Applicant's representatives by post on 9 May 2019. Intimation was given to the Respondent by Sheriff Officers on 10 May 2019.

The Case Management Discussion

4. The Case Management discussion was held at the Credo Centre 14-20 John Street, Aberdeen on 13 June 2019. It was attended by the Applicant. Prior to the commencement of the Case management discussion the Tribunal was informed that the tribunal administration had been contacted by someone telephoning on behalf of the respondent to say that she was unwell and unable to attend. No further information was given as to the nature of the illness and the person had apparently been advised that in the circumstances the Case Management Discussion would go ahead. Before deciding whether or not to proceed the Tribunal considered whether the interests of justice would best be served by adjourning the proceedings to another day. However it was noted that no details of the Respondent's illness had been provided nor had the Respondent lodged any written response in advance of the Case Management Discussion nor had she submitted an application for a time to pay direction. In all the circumstances, the Tribunal considered that it would be appropriate to proceed in the Respondent's absence.

5. The applicant referred the Tribunal to the application submitted on her behalf and explained that until about April 2018 the Respondent had on the whole been a good tenant but after that date there had been difficulties with rent being paid on time. The applicant explained that by September 2018, the Respondent was in arrears and around that time the Applicant had received correspondence from the council indicating the Respondent had applied for housing benefit. The applicant went on to say no housing benefit was ever paid and by October the rent arrears had increased. The Applicant said she instructed her letting agents to try to reach an agreement with the Respondent over the arrears but on 10 October 2018 the agents were told that the Respondent could not afford to pay any rent and as a result a Notice to Quit was served on the Respondent giving her until 16 December 2018 to leave the property.

6. The Applicant said that further attempts were made to contact the Respondent an offer was made that if she vacated the property early no further rent would be due. The letting agents checked on the property on 9 November 2018 and the Respondent was still in occupation. The Applicant believed the Respondent remained in the property until about 16 December but did not know the exact date she left as she had not returned the keys.

7. The Applicant confirmed that the rent due as at 16 December 2018 was £2080.36 and referred the Tribunal to the rent statement lodged with the application.

8. The Applicant explained that as the Respondent had not returned the keys to the property when she left it had been necessary to change the locks. This had been done at a cost of £123.00 and referred the Tribunal to the invoice from AWS Thistle, Locksmiths lodged with the application.

9. The Applicant explained that as the Respondent had not left a forwarding address when she left the property it had been necessary to instruct tracing agents to locate

her before making an application to the Tribunal at a cost of £84.00. The Applicant wished to claim this cost also.

10. The Applicant confirmed that the total amount due by the Respondent without taking account of any other costs incurred was £2080.36. Safe Deposits had returned the whole deposit to the Applicant leaving the sum claimed of £1697.36.

Findings in Fact

11. The parties entered into a Short Assured tenancy of the property that commenced on 17 October 2016 and ended on 16 December 2018.

12 The monthly rent was £590.00.

13. At the end of the tenancy the Respondent had accrued rent arrears of £2080.36.

14. The deposit of £590.00 was returned to the Applicant.

15. The Respondent did not return the keys to the property when she left.

16. The applicant incurred a charge of £123.00 to change the locks at the property.

17. the Applicant incurred a charge of £84.00 to trace the Respondent.

Reasons for Decision

18. The Tribunal was satisfied that the Respondent had accrued arrears of rent amounting to £2080.36 as at the date of termination of the tenancy and also that it had been necessary for the Applicant to change the locks at the property as a result of the Respondent not returning the keys. After deduction of the deposit that had been paid back to the Applicant this amounted to £1613.36 being due by the Respondent.

19. Although the Applicant incurred a charge for tracing the Respondent there was nothing in the Tenancy agreement to oblige the respondent to provide the Applicant with a forwarding address at the end of the tenancy. The tribunal was of the view that it could not be said that the Respondent's conduct of the proceedings had added to the cost and therefore it would be inappropriate to make any award of expenses against the Respondent. The Tribunal did not find that the tracing agent's fee was a reasonable cost to be charged to the Respondent.

20 The Tribunal found that the Applicant was entitled to an order for payment in the sum of £1613.36.

Decision

21. The Tribunal finds the Applicant entitled to an order for payment by the Respondent to the Applicant in the sum of £1613.36.

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.

Mr Graham Harding

Legal Member/Chair

13 June 2019

Date