



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/19/1137

Re: Property at 97 Mallard Crescent, Greenock, PA16 7BD (“the Property”)

Parties:

Mr David Campbell, 167 Eldon Street, Greenock, PA16 7PS (“the Applicant

Mr Jamie Cummings, formly of 97 Mallard Crescent, Greenock.PA16 7BD whose current whereabouts are unknown (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

Background

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment of the sum of £877 to the Applicant in relation to rent arrears and costs for damages to the property.
2. The application contained:-
 - a copy of the tenancy agreement,
 - rental statement, and
 - invoices for hall carpet, cleaning and clearing of rubbish
3. The Applicant Linda Swam, Messrs Blair and Bryden appeared for the Applicant. There was no appearance by the Respondent.

4. Notice of the Hearing had been served on the Respondents by service by advertisement. As I was satisfied that there had been service by advertisement I was therefore prepared to proceed with today's hearing.

Hearing

5. The Applicants' agent referred me to the papers which had been lodged in support of the application, including the tenancy agreement, rent account statement and invoices. This application related to unpaid rent due in terms of that agreement and damages to the property, for cleaning, removing belongings and replacing a carpet. The deposit had been recovered and put towards reducing the sum outstanding.
6. She advised that she had submitted invoices to support the damages claims.
7. She advised that they had previously sent a letter by first class post and also, by email to the Respondent detailing the sums sought for unpaid rent and damage to the property. They had asked him to make an offer to repay these sums, however he had failed to engage with them.
8. She advised that there had been no payments to the sum claimed and therefore the sum still outstanding was £877.

Findings in Fact

9. The Tribunal found the following facts to be established:
10. A tenancy agreement was entered into between the Applicant and the Respondent for the property and had existed between the parties.
11. Clause 8 in the tenancy agreement provided that monthly rent was £500 and the rent payment date was 20th of each month. Clause 8 of the tenancy agreement provided that monthly rent was due in advance.
12. That the rental statement showed amounts due each month, amounts received, and rent outstanding.
13. That the rental statement showed total rent arrears outstanding for the months of December 2018 and January 2019 totalling £1000.
14. That clause 11 imposed an obligation to pay a deposit of £500 and outlined when the deposit could be used by the landlord.
15. That clause 17 imposed an obligation to take reasonable care of the property, including ensuring that the property was kept clean and tidy.

17. That it appeared that there had been no payments towards the rent arrears other than those shown on the rent statement.
18. That invoices had been provided for cleaning, rubbish removal, and replacement of the hall carpet at the property.

Reasons for Decision

19. Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 provides that the First Tier Tribunal has jurisdiction in relation to civil proceedings arising from private residential tenancies. As this tenancy is a private residential tenancy I am content that I have jurisdiction to deal with this case.
20. There was no response or appearance from the Respondent.
21. The tenancy agreement created obligations between the parties, which included paying rent, to keep the property clean and tidy, to replace damaged goods and the Respondent has failed to do so. There was submitted a rental statement showing the arrears due and invoices for the works carried out to the property after the Respondent had moved out. The Applicant submitted that these works had been required and that the Respondent was in breach of certain conditions of the tenancy agreement.
22. On the basis of the evidence submitted and having regard to all papers submitted including the application, I consider that I should make an order for the sum sued for.

Decision

I grant an order in favour of the Applicant for EIGHT HUNDRED AND SEVENTY SEVEN POUNDS (£877.00) STERLING 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.

Mealnie Barbour

Legal Member/Chair

18.7.19
Date