



**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/18/3161**

**Re: Property at Flat 2/4, 6 Kirkmuir Drive, Rutherglen, Glasgow, G75 4BE (“the  
Property”)**

**Parties:**

**Mr Tommy Franzen, c/o Jewel Homes, Atrium Business Centre, North Caldeen  
Road, Coatbridge, ML5 4EF (“the Applicant”)**

**Miss Nicola O'Hagan, 2/2 46 Corlaich Avenue, Glasgow, G42 0DS (“the  
Respondent”)**

**Tribunal Members:**

**Nairn Young (Legal Member)**

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

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

- Background

This is an application for an order for payment in relation to arrears of rent and damages for breach of the terms of an assured tenancy at the Property. It called for a case management discussion at 11:30am on 12 February 2019. The Applicant was not present in person, but was represented by Ms Vikki McGuire of Jewel Homes. The Respondent was not present or represented.

- Findings in Fact

The following facts were not disputed by the Respondent:

1. The Property was let to the Respondent by the Applicant in terms of an assured tenancy dated 13 November 2017 and commencing 14 November

2017. In terms of that tenancy, rent of £550 was payable on the fourteenth day of each month, beginning on the date of its commencement. No deposit was taken by the Applicant from the Respondent. The tenancy agreement stated (so far as is relevant):

“15. CLEANING

The Tenant will keep the subjects and the contents thereof within the subjects in a good and clean condition throughout the period of this lease and shall leave it in a like condition at the waygoing of the Tenant.

...

18. NOISE AND NUISANCE

The Tenant... must not... vandalise or damage the Landlord's property... [or] leave rubbish either in unauthorised places or at inappropriate times.”

2. In the period 14 December 2017 to 14 September 2018, the Respondent accrued arrears of rent of £1,382.70. She has not made any payment towards these arrears since.
  3. The Respondent has left the Property. When she did so, it required various repairs due to damage caused by the Respondent. Rubbish left by the Respondent in the Property had to be removed and the Property had to be cleaned. The locks had to be changed, due to the keys not being returned. The Applicant also had to employ tracing agents to locate the Respondent. The cumulative cost of this to the Applicant was £1,753.
- Reasons for Decision
4. The Respondent was in breach of clauses 15 and 18 of the tenancy agreement and that breach caused the Applicant to incur the losses described at paragraph 3 above. The Applicant is therefore entitled to an order for payment of that sum and the rent outstanding: a total of £3,135.70.

- Decision

Order for payment of the sum of £3,135.70 (THREE THOUSAND ONE HUNDRED AND THIRTY-FIVE POUNDS AND SEVENTY PENCE STERLING) granted.

### **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.

N Young

Legal Member/Chair

12 FEBRUARY 2019.

Date