



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 (“the 2014 Act”) and Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Rules”)

Chamber Ref: FTS/HPC/CV/21/1022

**Re: Property at 95 Croftend Avenue, Glasgow, G44 5PE
 (“the Property”)**

Parties:

**Gaulds Limited, incorporated under the Companies Acts (Company number SC187196) and having a place of business at 22 Milnpark Street, Glasgow, G41 1BB
 (“the Applicant”)**

**Gaulds Limited, incorporated under the Companies Acts (Company number SC187196) and having a place of business at 22 Milnpark Street, Glasgow, G41 1BB
 (“the Applicant’s Representative”)**

**Mrs Caroline Nicholl, current whereabouts unknown, previously residing at 43 Lochbrae Drive, Rutherglen, Glasgow, G73 5QN
 (“the Respondent”)**

Tribunal Members:

Ms. Susanne L M Tanner Q.C. (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the tribunal”) determined that the Respondent should pay to the Applicant the sum of ONE THOUSAND ONE HUNDRED AND TEN POUNDS AND ELEVEN PENCE (£1110.11) STERLING; and made an Order for Payment in respect of the said sum.

1. Procedural background

- 1.1. The Applicant's Representative made an Application to the tribunal on 11 May 2021 in terms of Section 16 of the 2014 Act and Rule 111 of the 2017 Rules, seeking an order for payment against the Respondent in the sum of £1110.11 in respect of 1074.51 rent arrears to 29 July 2019; £483.00 for the cost of white goods removed by the Respondent from the Property and £102.60 for the cost of the police securing the Property, less the deposit of £550 which was retained by the Applicant.
- 1.2. The Application documentation submitted by the Applicants' Representative comprised:
 - 1.2.1. A Private Residential Tenancy agreement dated 31 October 2018;
 - 1.2.2. A rent ledger showing payments and arrears;
 - 1.2.3. Copy correspondence;
 - 1.2.4. Copy invoice from Currys PC world dated 5 November 2018 for a washing machine and fridge freezer; and
 - 1.2.5. An invoice from Orbis dated 23 July 2019 in respect of Police Scotland securing the Property.
- 1.3. The tribunal's administration obtained the Title Sheet for the Property which shows that the Applicant was registered as proprietor on 21 June 2012.
- 1.4. On 25 May 2021, the Application was accepted for determination by the tribunal.
- 1.5. By letter of 27 May 2021, parties were notified of the date, time and place of a Case Management Discussion ("CMD") teleconference on 5 July 2021 at 1400. The Respondent was invited to submit written representations to the Application by 17 June 2021.
- 1.6. There was failed service on the Respondent. The CMD was re-scheduled for 6 August 2021 at 1400h and the tribunal proceeded to Service by Advertisement on the tribunal Chamber's website.
- 1.7. No written representations were submitted by the Respondent in advance of the CMD.
- 1.8. Directions were issued to parties with which the Applicant complied and produced further information.

2. CMD: 6 August 2021, 1400h, teleconference

- 2.1. Ms Jill Curran appeared on behalf of the Applicant.
- 2.2. The Respondent did not attend the CMD. The tribunal was satisfied that the requirements of rule 24(1) regarding the giving of notice of a hearing had been duly complied with and proceeded with the Application upon the representations of the party present and all the material before it, in terms of Rule 29.
- 2.3. Ms Curran sought a payment order for £1110.11. It was noted that although the figure was correctly stated in part 5(b) of the Application, there was a typographical error in Part 5(c) (£1101.11 instead of £1110.11). The tribunal allowed the figure in 5(c) to be amended to correct the typographical error, given that the figure was correctly stated above in 5(b), as was a breakdown of how the figure was arrived at.
- 2.4. Ms Curran stated that there are three elements of the claim: rent arrears (less deposit) amounting to £524.51, the cost of white goods taken by the Respondent from the Property at £483; and the cost of Police Scotland securing the Property during the tenancy at £102.60, totalling £1110.11.
- 2.5. Ms Curran stated that the Respondent left the Property without notice on 29 July 2019. The rent arrears outstanding at that time were £1074.51. The deposit of £550.00 was received by the Applicant taken off the rent, leaving £524.51 for rent arrears. Ms Curran stated that no payments have been made by the Respondent towards rent arrears since the tenancy ended or since the Application was made. She stated that there has been no contact from the Respondent for a long time and that the Respondent had just left at the end of the tenancy.
- 2.6. Ms Curran stated that two items of white good were removed from the property at the end of the tenancy. Both items had been purchased new for the start of the tenancy. A copy of the invoice from Currys was submitted in support of this claim and shows the cost of the two items totalling £483.00, which was the cost when purchased. They had to be replaced because the Applicant has another tenant in the Property. After reporting the matter to Police Scotland Ms Curran never got confirmation from the police that the Respondent was either charged with theft or not. The Police Constable she had been dealing with had been in contact with her and she said that she was going to contact her and then she did not hear anything. The goods might have been accidentally taken by the

removal company but despite the Respondent's statements that she would return the goods she has not taken any steps to return them.

2.7. In relation to the third head of claim, the Police had to secure the Property during the tenancy at a cost of 102.60 as shown in the Orbis invoice. Neighbours informed Ms Curran that the Respondent got into a disagreement with a neighbour and was arrested. The police thereafter decided to secure the property. The Respondent was still a tenant at that date. The police secured the Property and then sent the bill for £102.60 to Ms Curran. The Orbis invoice showing a cost of £102.60 was lodged. The cost was passed onto the Applicant.

3. Findings-in-Fact

3.1. The Applicant is the registered proprietor of the Property.

3.2. In terms of a Private Residential Tenancy agreement between the parties in respect of the Property dated 31 October 2018, the start date of the tenancy was 1 November 2018.

3.3. The tenancy ended on 29 July 2019.

3.4. Rent was payable by the Respondent to the Applicant at the rate of £550.00 per calendar month, on 1st of each month, in advance.

3.5. The rent arrears which accrued from 1 November 2018 to 29 July 2019 amounted to £1074.51.

3.6. The Respondent has not made any payments to the Applicant in respect of rent arrears to the end of the tenancy since that date.

3.7. The Applicant recovered the Respondent's deposit of £550.00 and attributed that to rent arrears.

3.8. The let property included a washing machine and a fridge freezer which were purchased by the Applicant on 5 November 2018 at a cost of £483.00.

3.9. At the end of the tenancy, the Respondent took the washing machine and fridge freezer from the Property without the consent of the Applicant.

3.10. The Respondent has not returned the washing machine and fridge freezer to the Applicant despite repeated requests to do so.

- 3.11. The Applicant required to purchase a replacement washing machine and fridge freezer for the Property.
- 3.12. During the Respondent's tenancy, Police Scotland attended at the Property in connection with the Respondent's conduct and required to secure the Property, at a cost of £102.60, which was invoiced to the Applicant.
- 3.13. The Applicant paid the invoice sent by Orbis on behalf of Police Scotland.

4. Discussion

- 4.1. As the tribunal was satisfied that the Respondent owes £1101.11 to the Respondent by way of rent arrears of £1074.51 to 29 July 2019 (less deposit of £550.00), the cost of £483.00 in respect of the washing machine and fridge freezer which were removed by the Respondent from the Property and the cost of £102.60 for the cost of Police Scotland arranging to secure the Property after attendance in respect of the Respondent's conduct, the tribunal made an Order for Payment in the sum of £1101.11.

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.

6 August 2021

**Ms. Susanne L M Tanner Q.C.
Legal Member/Chair**