

Housing and Property Chamber
First-tier Tribunal for Scotland



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/19/0252

Re: Property at First Floor Left, 28 Gateside Street, Largs, KA30 9LJ (“the Property”)

Parties:

Mr David Gibson, c/o Acre Lettings Ltd, 6 Stanlane Place, Largs, KA30 8DA (“the Applicant”)

Mr John Stuart, Mrs Helen Stuart, First Floor, 121 Main Street, Largs, KA30 8JJ (“the Respondent”)

Tribunal Members:

Martin McAllister (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondents for payment of the undernoted sum to the Applicant:

Sum of One thousand nine hundred and thirteen pounds twenty four pence (£1,913.24).

Background

This is an application by the Applicant for payment in respect of money expended on the Property as a consequence of the Respondents’ alleged failure to maintain the Property in a suitable manner and in respect of damage caused.

The Applicant had authorised Acre lettings to deal with the application on his behalf and the appropriate letter of authorisation had been submitted to the Tribunal.

The Hearing

Ms Andrea Bell of Acre Lettings Limited was present and represented the Applicant. There was no appearance from the Respondents.

Findings in Fact

- 1. The Respondents were tenants at the property from 27th July 2016 until 26th January 2019.**
- 2. In terms of the tenancy agreement and the pet liability form both dated 27th July 2016, the Respondents were responsible for keeping the Property in a good condition and removal of rubbish.**
- 3. The Property sustained damage during the period of the Respondents' tenancy.**
- 4. The Respondents left rubbish in the Property at the termination of the tenancy.**
- 5. The cost of repair, decoration and restitution of the Property and the cost of removal of rubbish amounts to One thousand nine hundred and thirteen pounds twenty four pence.**

Reasons for Decision

Documents before the Tribunal

- 1. Tenancy Agreement and pet liability form both dated 27th July 2016.**
- 2. Copy of letter to Respondents dated 17th January 2019 together with signed track and trace receipt from Royal Mail.**
- 3. Rent Statement showing rent arrears of £159.12.**
- 4. Copy receipts from TenPercent Carpet Co, Ikea, SK Removals, Sunshine Cleaning, Pay Point, Billy Wraith re rubbish removal and cleaning, Billy Wraith re decorating, B and Q and Wrights Home Hardware.**
- 5. Copy of photographs showing Property at commencement and termination of tenancy.**
- 6. Sheriff Officer's Certificate of Service dated 6th March 2019.**

Ms Bell said that the property was in a good condition when the Respondents moved in to it on 27th July 2017. She said that the kitchen in the Property had been less than a year old. She described the condition of the Property when it had been vacated by the Respondents as "one of the most appalling flats she had seen." She said that the smell was disgusting and that the Respondents had kept animals in the property and that there were faeces and urine everywhere including on kitchen surfaces. She said that the fridge and freezer contained numerous black flies and that the kitchen cupboards had mould because used glasses and dishes had been put in the cupboards rather than being washed.

Ms Bell said that there was an abundance of household waste in the Property together with a number of discarded items such as furniture. She said that the condition of the Property was such that it was not possible to have any of the

company's usual cleaning contractors employed in the task and commercial cleaners had to be used. Ms Bell said that, in terms of the pet liability form the Respondents were obliged to have the carpets cleaned prior to departure and that they did not do so.

Ms Bell said that she wrote to the Respondents on 17th January 2019 detailing the costs incurred on behalf of the Applicant and seeking reimbursement. She referred to the Royal Mail track change form which showed that the letter had been signed for by the Respondents.

Ms Bell went through the items detailed in the letter of 17th January:

- a) The statement of rent arrears shows a balance of £159.12 after the recovered deposit had been applied to them.
- b) The invoice from TenPercent Carpet Co showed a sum of £343.03 for replacement of two carpets. Ms Bell said that the carpets were so stained that they were beyond cleaning.
- c) Ms Bell said that a kitchen unit door had been damaged and she referred to the invoice from Ikea for the sum of £19.
- d) The invoices from SK Removals total £240 and Ms Bell said that this was in respect of removal of rubbish and commercial cleaning of the Property.
- e) Ms Bell said that the invoice from Sunshine Cleaning for £150 was in respect of the final cleaning.
- f) There are two invoices totalling £50 from Pay Point. Ms Bell said that these were in respect of topping up the electricity meter which had been left with a £50 debit.
- g) Ms Bell said that the Billy Wraith invoice for £140 was for initial work he did while wearing a protective suit and involved removal of rubbish.
- h) The invoices from Billy Wraith totalling £700 was for painting and Ms Bell said that the condition of the Property was such that it had to be completely redecorated.
- i) Ms Bell said that invoices from Wrights Home Hardware and B and Q were in respect of incidental items which had to be purchased to carry out repairs or provide replacements. An example she gave was replacement of shower fittings which had been damaged. The total of the invoices was £111.79
- j) Ms Bell referred me to the copies of photographs which she said showed the condition of the Property at the start of the tenancy and at the end.

Ms Bell said that she had produced all she could in relation to the application and submitted that the matter could be determined without a Hearing.

I noted the terms of the Tenancy Agreement and supplementary pet declaration which stated inter alia:

"The tenant accepts the accommodation as being in good and clean tenable condition and agreesto keep in good condition and a reasonable state of repair....."

The tenant agrees to dispose of all rubbish in an appropriate manner and at the appropriate time.....

I will be held liable for any damage to the property or furnishings caused by my pet and that any cost of repairs will be my responsibility.....I also agree that all carpets will be professionally cleaned prior to departure....”

I found the evidence of Ms Bell entirely credible and the photographs compelling. They show the condition the Property had been left in at the end of the Tenancy. They show evidence of dirt, damage and an accumulation of rubbish. I was satisfied that the costs incurred by the Applicant were reasonable. The case management discussion had been intimated to the Respondents and they had made no representations or attended. I saw no reason not to determine the application and I decided that the sum being sought by the Applicant entirely reasonable.

I made the following Decision:

The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondents for payment of the undernoted sum to the Applicant:

Sum of One thousand nine hundred and thirteen pounds twenty four pence (£1,913.24).

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.



Legal Member/Chair

27/3/19

Date