



**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/19/0720

Re: Property at 130 Nevis Crescent, Alloa, FK10 2BN (“the Property”)

Parties:

**Dr Fiona Morrison, 3 Oban Times Buildings, Esplanade, Oban, Argyll, PA34
5PX (“the Applicant”)**

**Mr John Chalmers, NO RESPONDENT ADDRESS, NO RESPONDENT
ADDRESS (“the Respondent”)**

Tribunal Members:

Sarah O'Neill (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment by the respondent of the sum
of £525.08 should be granted in favour of the applicant.**

Background

An application dated 25 March 2019 was received from the applicant seeking a payment order brought in terms of rule 70 (Application for civil proceedings in relation to an assured tenancy under the Housing (Scotland) Act 1988) of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 rules”).

The applicant was seeking payment of rent arrears of £295.08 from the respondent in relation to the property, being the amount of arrears outstanding as at the date on which the respondent’s tenancy ended. The applicant was also seeking payment of £118.99 in respect of cleaning charges relating to the property; £11.21 for cleaning materials; and £100 for clearing rubbish from the garden at the property.

The application form was accompanied by correspondence between the applicant's letting agent and the respondent and between Mr Close and the respondent's advocacy worker; and copies of a cleaning invoice and a receipt for cleaning materials.

As the respondent's current address was unknown, notice of the case management hearing was served on the respondent by advertisement on the tribunal's website in terms of rule 6A of the 2017 rules.

The tribunal issued a direction to the applicant on 24 April 2019, requiring her to provide:

- 1) A copy of the tenancy agreement between the parties
- 2) A copy of the final rent statement relating to the tenancy between the parties
- 3) Copies of any notices sent to the respondent regarding outstanding rent arrears and the other sums sought as part of the application
- 4) Confirmation of the amount of the tenancy deposit paid, together with confirmation from the approved tenancy deposit scheme as to whom this sum was paid on termination of the tenancy
- 5) A further legible copy of the invoice received from the cleaner.

A response to the direction was received by the tribunal on 29 April 2019.

The Case Management Discussion

A case management discussion was held on 21 May 2019 at Wallace House, Maxwell Place, Stirling FK8 1JU. The applicant was represented by Mr Iain Close, the co-owner of the property. The respondent was not present or represented. The tribunal had before it a certificate of service by advertisement stating that the respondent had been cited to attend the case management discussion by advertisement carried out on the tribunal's website between 15 April and 21 May 2019. The tribunal was therefore satisfied that the requirements of rule 17 (2) of the 2017 rules regarding the giving of reasonable notice of the date, time and place of a case management discussion had been duly complied with. The tribunal therefore proceeded with the case management discussion in the absence of the respondent.

Mr Close confirmed to the tribunal that the total sum sought by the applicant was £525.08 as set out in the application form. He confirmed that the respondent has owed £690.08 in rent arrears as at the end of his tenancy, and that the £395 tenancy deposit which he had paid had been returned to the applicant at the end of the tenancy by the tenancy deposit scheme, bringing down the balance to £295.08.

He told the tribunal that the applicant had made substantial efforts to assist the respondent and come to a repayment arrangement, but that the respondent had refused to do so.

He said that the respondent had left the property in a condition which required a deep clean, and that the applicant wished to claim the sum of £118.99 in respect of cleaning charges relating to the property as shown on the cleaning invoice dated 4 February 2019; together with £11.21 for cleaning materials shown on the receipt dated 31 January 2019 which has been submitted with the application. The applicant

also wished to claim the sum of £100 for her own time spent clearing rubbish from the garden at the property. The applicant had stated on the application form that a gardener had quoted £120 for the work, and she therefore felt this was reasonable.

Mr Close said that the applicant had been unable to contact the respondent directly about the costs of cleaning as he had refused to provide her with his new address.

Findings in Fact

- The tribunal was satisfied that there had been a short assured tenancy in place between the parties from 9 December 2017 until the respondent left the property on or around 29 January 2019.
- As at the date of the case management discussion, the respondent owed the applicant the sum of £295.08 in rent arrears.
- The tenancy deposit of £395 had been returned to the applicant by the approved tenancy deposit scheme.

Reasons for Decision

Having considered all of the evidence before it, the tribunal was satisfied that an outstanding balance of £295.08 rent arrears was due as at the date of the case management discussion, and that the respondent has been notified of outstanding rent arrears several times towards the end of the tenancy.

The tribunal also noted that Mr Close had written to the respondent's advocacy worker by email on 31 January 2019 advising her that a deep clean of the property was required, and that work was required to restore the garden and outdoor space to its previous condition prior to another tenant moving in. She had responded on the same date, saying that she would pass his message to the respondent, in the hope that they might work out a resolution.

In the circumstances, and having considered all of the evidence before it, the tribunal was satisfied that the respondent should also pay the sums requested by the applicant for the cleaning costs and materials, totalling £130.20, together with the £100 claimed for clearing the garden, which appeared to the tribunal to be reasonable.

Decision

The tribunal grants an order for payment by the respondent to the applicant for the sum of £525.08.

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.

[Redacted Signature]

Legal Member/Chair

21/5/19
Date