



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2016**

Chamber Ref: FTS/HPC/CV/18/2890

Re: Property at 25 Balgray Avenue, Kilmarnock, KA1 4QS (“the Property”)

Parties:

**Mr Samuel Raymond James Clyde, Mrs Jackie Clyde, 56 Drumcroon Road,
Garvagh, Coleraine, BT51 3ED; 56 Drumcroon Road, Garvagh, BT51 3ED (“the
Applicants”)**

**Mr Stephen Young, Mrs Kerry Young, 62 Corrie Crescent, Saltcoats, KA21 6JN
 (“the Respondents”)**

Tribunal Members:

Nairn Young (Legal Member)

Decision (in absence of the Respondents)

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

- Background

This is an application for payment of sums alleged to be outstanding to the Applicants, following the termination of the assured tenancy agreement between them and the Respondents, in regard to the Property. It called for a case management discussion (‘CMD’) at 11:30am on 14 January 2019. The Applicants were present in person. The Respondents were not present or represented.

- Findings in Fact

The following facts were not contested by the Respondents:

1. The Property was let to the Respondents by the Applicants in terms of a short assured tenancy commencing on 7 January 2014 (‘the Tenancy’). The

Tenancy came to an end on 7 July 2014. The Respondents continued to inhabit the Property in terms of statutory assured tenancy until 13 July 2014, when they left it. At that date, rent arrears of £1,245.65 were outstanding.

2. The terms of the Tenancy required, among other things, that the tenant must not, "leave rubbish either in unauthorised places or at inappropriate times," (para.11.3 vi.). It also stated that, "Nothing contained in this Agreement makes the Landlord responsible for repairing damage caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the property. Should the Landlord be required to carry out the work, the Tenant must pay the cost of the repair," (para.14.6).
 3. In breach of para.11.3 vi, the Respondents left a significant quantity of rubbish in the garden, garage and greenhouse of the Property, which required to be removed by the Applicants. The cost of this work was £250. The Applicants also required to replace internal oak doors and re-plaster an internal wall, all of which were damaged by cats owned by the Respondents. Such work fell within the terms of para.14.6. The cost of carrying out that work was £691.
 4. The Applicants have received no payment from the Respondents in respect of the rent arrears or repairs costs. The Applicants applied for and were granted payment of the full amount of deposit held in regard to the Tenancy, which amounted to £500.
- Reasons for Decision
5. The Applicants are entitled to payment by the Respondents of the sum of £1,245.65 in relation to rent arrears; £250 in damages, in regard to the Respondents' breach of para.11.3 vi of the tenancy agreement; and £691 in terms of para.14.6 of that agreement. They have already received £500 in the form of the return of the deposit, to set against those amounts. They are therefore entitled to an Order for Payment of the sum left outstanding, being £1,686.65.
- Decision

Order for Payment by the Respondents to the Applicants of the sum of £1,686.65 (ONE THOUSAND, SIX HUNDRED AND EIGHTY-SIX POUNDS AND SIXTY-FIVE 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.

Nairn Young

Legal Member/Chair

14 JANUARY 2019

Date