



**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/23/1557**

**Re: Property at 16 Hyslop Road, Stevenston, KA20 4HP (“the Property”)**

**Parties:**

**Felicia Taiwo, 27 Old Gloucester Street, London, WC1N 3AX (“the Applicant”)**

**Kelly Wilson, 36 Morrison Court, Stevenston, KA20 4JS (“the Respondent”)**

**Tribunal Members:**

**Gillian Buchanan (Legal Member)**

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

At the Case Management Discussion (“CMD”), which took place by telephone conference on 19 September 2023, the Applicant was in attendance, supported by her Property Manager, Ms Goosetree. The Respondent was neither present nor represented.

The tribunal was satisfied that the requirements of Rule 24(1) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”) had been satisfied relative to the Respondent having received notice of the CMD and determined to proceed in the absence of the Respondent in terms of Rule 29.

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

**Background**

The Tribunal noted the following background:-

- i. The Applicant leased the Property to the Respondent in terms of a Private Residential Tenancy Agreement (“the PRT”) that commenced on 14 June 2018.
- ii. The rent payable in terms of the PRT was agreed to be £525 per calendar month payable in advance.
- iii. A deposit of £525 was also agreed to be paid.
- iv. The application is dated 12 May 2023 and the Applicant seeks a payment order in a sum of £12,213.95 in terms thereof, being £5,970.95 by way of rent arrears and £6,243 by way of damages for remedial works and clearance required to the Property.

**The CMD**

At the CMD the Applicant made the following representations in respect of this application:-

- i. The sums claimed remain outstanding in full.
- ii. The Respondent vacated the Property on 16 July 2022.
- iii. The last payment the Respondent made towards rent due was on 30 September 2021.
- iv. The Respondent continues to live locally.
- v. The Respondent failed to respond to letters sent to her with regard to the rent arrears whilst living in the Property.
- vi. To the Applicant's knowledge the Respondent lived in the Property alone.
- vii. The Respondent was previously working and studying nursing.
- viii. The Respondent did not receive state benefits insofar as the Applicant is aware.
- ix. The invoice of Mr Evan Moore trading as "Handyman For Hire" has been paid.
- x. The Inventory Report dated 3 July 2018 shows the condition of the Property at the outset of the PRT. The Property was in good condition and repair.
- xi. The Applicant took the photos lodged with the application showing the condition of the Property at the end of the PRT. These photos were taken within 2 or 3 days of the Respondent removing.
- xii. The Property was subsequently relet.
- xiii. The damages claim is made under deduction of the deposit of £525 recovered from the tenancy deposit scheme in which the deposit was held.
- xiv. The Applicant seeks a payment order.

### **Findings in Fact**

The Tribunal made the following findings in fact:-

- i. The Applicant leased the Property to the Respondent in terms of the PRT.
- ii. The rent payable in terms of the PRT was agreed to be £525 per calendar month payable in advance.
- iii. A deposit of £525 was paid by the Respondent.
- xv. The Respondent vacated the Property on 16 July 2022.
- xvi. The last payment the Respondent made towards rent due was on 30 September 2021.
- xvii. The outstanding rent arrears due by the Respondent to the Applicant are £5,970.95.
- xviii. The Respondent continues to live locally.
- xix. The invoice of Mr Evan Moore trading as "Handyman For Hire" dated 2 August 2022 has been paid in a sum of £6,768 being the costs of remedial work for damage caused to the Property by the Respondent and for failing to clear and clean the Property on vacating.
- xx. The Inventory Report dated 3 July 2018 shows the condition of the Property at the outset of the PRT. The Property was then in good condition and repair.
- iv. The damages claim is made under deduction of the deposit of £525 recovered from the tenancy deposit scheme in which the deposit was held, making a net sum due by the Respondent relative thereto in a sum of £6,243.
- v. The Respondent is liable to the Applicant in a total sum of £12,213.95.

### **Reasons for Decision**

The Respondent did not submit any representations to the Tribunal and did not attend the CMD. The factual background narrated by the Applicant within the application papers and on orally at the CMD was not challenged and was accepted by the Tribunal.

**Decision**

The Tribunal grants a payment order against the Respondent in favour of the Applicant in a sum of £12,213.95.

**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.

# G. Buchanan

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Legal Member/Chair

19 September 2023  
Date