



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/23/0665

Re: Property at West Auchenhean Cottage, Lochwinnoch, PA12 4DR (“the Property”)

Parties:

Mr Colin Porteous, 23/6 Glasgow Road, Paisley, Renfrewshire, PA1 3QY (“the Applicant”)

Mr James McHale and Ms Sally Lunn, formerly residing at West Auchenhean Cottage, Lochwinnoch, PA12 4 and whose current whereabouts are unknown (“the Respondents”)

Tribunal Members:

Shirley Evans (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment against the Respondents in favour of the Applicant in the sum of ONE THOUSAND FIVE HUNDRED AND SEVENTY FIVE POUNDS (£1575) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondents.

Background

1. This is an action for recovery of rent arrears and damages raised in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Regulations”).
2. The application was accompanied by a copy of a Short Assured Tenancy Agreement between the parties dated 1 October 2014, a rent statement to December 2022, quotes from CDPS and the Bleach Boys and a request to serve the Application on the Respondents by way of advertisement, the

Respondents having left the Property on 31 December 2022. Accordingly, the application was served on the Respondents by advertisement in terms of Rule 6A of the Regulations. The Executions of Service were received by the Tribunal.

Case Management Discussion

3. The Tribunal proceeded with a Case Management Discussion on 12 June 2023 by way of teleconference. The Applicant was represented by Ms Stewart, from Robb Residential. The Respondents were not present or represented despite the Tribunal starting 5 minutes late to allow the Respondents time to join. The Tribunal was satisfied the Respondents had received notice under Rule 24 of the Regulations and accordingly proceeded in their absence.
4. The Tribunal had before it the Short Assured Tenancy Agreement dated 1 October 2014, a rent statement to December 2022 and quotes from CDPS and the Bleach Boys. The Tribunal considered these documents.
5. Ms Stewart advised that when the Respondents left the Property in December 2022 they had arrears of rent of £ 2425. The Applicant had recovered the full deposit from Safe Deposits Scotland. Accordingly rent arrears had been reduced to £700. The Tribunal noted that in terms of Clause 4 of the Short Assured Tenancy the Respondents had agreed to pay rent to the Applicant.
6. Ms Stewart also submitted that the Property had been left in a terrible state. With reference to the quote from the Bleach Boys she confirmed that the Applicant had paid £710 to have rubbish removed and the Property cleaned. The Tribunal then took Ms Stewart through the quote from CDPS which totalled £5995 and expressed its concern that the majority of items appeared to be caused either by wear and tear, the tenancy having lasted over 8 years, or not the responsibility of the Respondents. After going through each item Ms Stewart accepted that the Respondents were only liable for £20 for mould treatment in the conservatory where there were issues with condensation by the Respondents failing to ventilate and heat it properly and £145 in the ensuite bathroom where there were holes in the ceiling which appeared to be caused by damage by the Respondents.
7. Ms Stewart confirmed the total sum she was seeking on behalf of the Applicant was £1575, being £700 for arrears and £875 for removal of rubbish, cleaning and damages.

Findings in Fact

8. The Applicant and the Respondents agreed by way of Clause 4 of a Short Assured Tenancy Agreement commencing on 24 June 2017 in relation to the Property that the Respondent would pay the Applicant a monthly rent of £1150.
9. The Respondents fell into arrears of rent. The Respondents vacated the Property on 31 December 2022. By then they had accrued arrears of rent of £2425. The rent arrears have been reduced to £700 after the Applicant secured the full return of the tenancy deposit.
10. The Respondents left the Property in an unclean state and failed to remove all their possessions and rubbish. The Applicant required to pay a cleaning company £710 to clean the Property and remove rubbish.
11. The Respondents caused damage to the conservatory and the ensuite bathroom. The Applicant required to pay a maintenance company £165 to repair the damage to Property.

Reasons for Decision

12. The Tribunal considered the issues set out in the application together with the documents lodged in support. Further the Tribunal considered the submissions made by Ms Stewart.
13. The Tribunal noted the terms of the tenancy agreement and the rent statement lodged which set out how the arrears had arisen and showed the total arrears to 31 December 2022 as being £2425. The Tribunal accepted the submission by Ms Stewart that the arrears had been reduced to £700 after the Applicant secured the return of the full tenancy deposit. Further the Tribunal also accepted her submissions that the Respondents had left the Property in an unclean state and had caused some damage to the Property. Ms Stewart had produced evidence of non-payment of rent and damages. The Respondents had not disputed the application. The Tribunal was satisfied on the basis of the documents lodged, together with Ms Stewart's submissions that the order for payment in favour of the Applicant be granted for the sum claimed of £1575.

Decision

14. The Tribunal granted an order for payment of £1575.

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.

S Evans

12 June 2023

Legal Member

Date