

Housing and Property Chamber
First-tier Tribunal for Scotland



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014 (Act)

Chamber Ref: FTS/HPC/CV/18/2927

Re: Property at 34D Glenbrittle Drive, Paisley, PA2 7QL (“the Property”)

Parties:

Mr Mark Roberts, 9 Vale Road, West Lulworth, BH20 5PY (“the Applicant”)

Miss Julie Finnigan, Mr David Finnigan, c/o Mr David Finnigan, 8c Glennifer Court, Paisley, PA2 8PS; 8c Glennifer Court, Paisley, PA2 8PS (“the Respondent”)

Tribunal Members:

Alan Strain (Legal Member) and Gerard Darroch (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent pay to the Applicant the sum of £1,327.60.

Background

This is an application in respect of rent arrears, repairs and damages following conclusion of a tenancy between the parties.

The Tribunal had regard to the following documents:

1. Application received 31 October 2018;
2. Tenancy Agreement dated 10 July 2017;
3. Receipts from B&Q, Carpetright, Screwfix;
4. Photographs of Property (internal).

The case had called for a Case Management Discussion (**CMD**) on 22 January 2019 at which certain facts were admitted and the issues identified for Hearing were whether or not the Respondent was responsible for the damages detailed 3-5 in the CMD Note and, if she was, how much she was due to pay to the Respondent.

A Strain

Hearing

The Applicant appeared by telephone. The Respondent did not appear and was not represented.

The Tribunal were satisfied that the Respondent had notification of the Hearing from the CMD and also from letter of 7 February 2019 to her from the Tribunal.

The Tribunal decided to proceed with the Hearing in her absence.

The Applicant gave evidence as to the damage to the carpets, flooring and decoration within the Property. The carpets were relatively new, had been stained and smelt of smoke. Attempts had been made to clean the carpets and flooring but had been unsuccessful. The Applicant was left with no option other than to replace.

The Decoration was the same. It had not been possible to clean this and the Property had been redecorated a couple of years ago.

The Applicant produced vouchers in respect of the costs of the replacement carpeting and flooring. He produced an updated Schedule of Loss which had been sent to the Tribunal by email on 8 February 2019. This did not differ in any material respect from the information provided at the CMD.

The Applicant gave oral evidence with regard to the costs of redecoration and gardening.

The Applicant was unable to produce the entry and exit reports in respect of the Property.

Decision

The Tribunal accepted the uncontested evidence of the Applicant with regard to the need to carry out the repairs, replacements and redecoration. So far as material the Tribunal made the following findings in fact:

1. The Respondent had leased the Property under a tenancy agreement dated 10 July 2017 until 9 October 2018;
2. The Respondent had damaged the carpeting, flooring and decoration in the Property to the extent the carpeting/flooring required to be replaced and the Property required to be redecorated throughout;
3. The Applicant had incurred costs in respect of replacing the carpeting and flooring in the sum of £1,030;
4. The Applicant had incurred costs in respect of redecoration in the sum of £674;
5. The Applicant had incurred costs of gardening in the sum of £160 due to the Respondent's failure to maintain the garden;
6. The Applicant had incurred repairs to fixtures and fittings due to the Respondent's failure to maintain in the sum of £44;
7. The Applicant was due the sum of £794.34 in respect of rent arrears;

8. The Applicant was due the sum of £190 in respect of damages due from the Respondent in 2017.

The Tribunal considered that there had been a considerable amount of betterment as a consequence of replacement/redecoration and determined to award 25% of the costs of redecoration and replacement of the carpets/flooring. The Tribunal accordingly awarded the following:

9. Admitted rent arrears of £794.34;
10. Admitted damages due by Respondent from 2017 of £190;
11. 25% costs of carpets/flooring of £257.50;
12. 25% costs of redecoration of £168.75;
13. Costs of gardening of £80;
14. Fixtures and fittings of £22.

These costs totalled £1,512.60 from which the Tribunal deducted the deposit of £185. This left a net sum due of £1,327.60.

The Tribunal declined to make an award in respect of arranged overdraft fees.

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.

Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.

Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period for receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.

A Strain

Legal Member/Chair

4 March 2019

Date