



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/20/0737

Re: Property at 42 Fort Street, Ayr, KA7 1DE (“the Property”)

Parties:

Wickham Holdings LTD, c/o Ritehome, 350 Glasgow Harbour Terraces, Glasgow, G11 6EG (“the Applicant”)

Ms Karen Kerr, 75E Westwood Avenue, Ayr, KA8 0RL (“the Respondent”)

Tribunal Members:

Valerie Bremner (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order in the sum of £950 be made against the Respondent and in favour of the Applicant.

Background

This Application is for a payment order in terms of Rule 111 of the tribunal rules. The application was initially submitted to the Tribunal on 3 March 2020 and accepted by the Tribunal on 31 July 2020. A case management discussion was initially set down for 11 September 2020 at 2 PM. On that date the case management discussion was continued until 30 October 2020 at 10 am to allow for further information to be obtained as to the costs requested in terms of the payment order.

Case Management Discussion

At the case management discussion on 30 October 2020 the Applicant was not present but was represented by Mr Nixon of Ritehome. There was no appearance by or on behalf of the Respondent. Mr Nixon requested that the Tribunal proceed in her

absence. The Tribunal noted that the the continuation of the case management discussion had been delivered to the Respondent by recorded delivery (track and trace) on 30 September 2020 and had been signed for. The Tribunal was satisfied that proper intimation had taken place and that the terms of Rule 24 of the Tribunal rules had been complied with and that the matter could proceed in the absence of the respondent.

On 30 October 2020 the tribunal had sight of the application, an amended form F, the tenancy agreement, a record of actions taken in relation to the signing of the tenancy agreement, a check-in inventory report, check out report, an invoice for cleaning and house cleaning ,representations in relation to the to the breakdown of clearance and cleaning costs, and email trail between the director of the Applicant company and the cleaning and clearance company and a screenshot of entries in a bank account.

The parties had entered into a tenancy agreement of the property to rent it on an unfurnished basis from 24 June 2019. The agreement had been entered into with the Respondent by Mr Matthew Wickham, the sole director of the applicant company, Wickham Holdings Ltd. After discussion between the parties the Respondent left the property sometime in February 2020 after substantial rent arrears built up. She had left a large amount of property in the house but had agreed to remove her belongings. Two arrangements had been made to allow a person on her behalf to enter the property to remove her belongings and furniture but on each occasion no one had attended as arranged. An email had been sent after these failed arrangements indicating that the property would be cleared by the landlord.

The property is a four-bedroom house and removal of the Respondent's items took three men with a van and they were engaged for two days in clearing out the Respondent's belongings and furniture. There were associated costs in relation to the clearance relating to the van and disposal of the property. The sum claimed in respect of the clearance of the property is £750.

As far as the cleaning cost is concerned after the property was cleared two people required to enter the property and clean and this took a further day. The sum sought in respect of cleaning is £200.

A screenshot of the landlords bank aovuvnt submitted to the Tribunal revealed payment of these costs by way of two payments made in February 2020 amounting to £950.

Mr Nixon indicated that attempts had been made to contact the Respondent both in relation to rent arrears and these outstanding costs but these had been unsuccessful. The application for the payment order was made on the basis that the Respondent had breached the terms of clauses 25 and 42 of the private residential tenancy agreement in that she had failed to leave the property in a tenantable condition and that cleaning had been required to reinstate the property to the same order as it had been provided at the beginning of the tenancy.

Findings in Fact

1. The parties entered into a tenancy agreement at the property, a four-bedroom house with effect from 24 June 2019.
2. The tenancy was on an unfurnished basis and the Respondent brought her own belongings including items of furniture into the property during the tenancy.
3. In February 2020 after discussion between the parties the Respondent left the property and the tenancy was terminated.
4. When the Respondent left the property she agreed to remove all of her belongings which included furniture and two arrangements were made to allow someone on her behalf to remove the items.
5. No one attended as arranged to remove the Respondent's belongings and furniture from the property and she was then advised by email that the property would be cleared by the landlord.
6. The property was cleared of the Respondent's belongings and furniture at a cost of £750. This clearance cost involved three men working over a period of two days to remove the items and dispose of them. This cost included the cost of the van used for the clearance.
7. Once the house was cleared cleaning was required to bring the property back to a tenable state and this took two people a further day at the cost of £200.
8. The clearance and cleaning costs incurred were paid by the Landlord, the director of the Applicant company.
9. The Applicant incurred costs as a result of the Respondent's failure to discharge her obligations in terms of the tenancy agreement.
10. These costs involved clearance and cleaning of the property after the departure of the Respondent and amounted to the sum of £950.
11. Attempts were made to recover these costs from the Respondent but this was unsuccessful.
12. Given the size of the property and the nature of the work that was carried out to clear and clean the property these costs appear reasonable.

Reasons for Decision

The Tribunal was satisfied that the Applicant had incurred costs to reinstate the property into a tenable condition as a result of the Respondent's breach of clauses 25 and 42 of the tenancy agreement in that she failed to keep the property in a tenable condition and it required cleaning in order to restore it to that condition after she left. The extent of the costs appeared reasonable given the work involved and given that attempts were made to recoup these costs before an application was lodged the Tribunal considered it reasonable to make a payment order in the sum of £950 in favour of the Applicant.

Decision

The Tribunal makes a payment order in the sum of £950 against the Respondent and in favour of the Applicant.

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.

Valerie Bremner

30.10.20

Legal Member/Chair

Date