



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

**Chamber Ref: FTS/HPC/PR/20/1194**

**Re: Property at 1 Torduff Road, Gretna, DG16 5AN (“the Property”)**

**Parties:**

**Mrs Amanda Campbell, 56 Victory Avenue, Gretna, DG16 5AB (“the Applicant”)**

**Mr Daniel Grieve, 28 Stevenson Place, Annan, DG12 6BU (“the Respondent”)**

**Tribunal Members:**

**Mary-Claire Kelly (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order for payment in the sum of ONE THOUSAND TWO HUNDRED AND TWENTY-EIGHT POUNDS (£1228.00)**

**Background**

1. By application received on 22<sup>nd</sup> May 2020 the applicant sought an order for payment in the sum of £1228. The figure sought comprised £1175 unpaid rent due over a three month notice period, £83 for an unpaid electricity bill and £20 for the cost of hiring a van to remove the respondent’s possessions from the property.
2. The applicant lodged with the application a copy tenancy agreement, photographs showing the condition of the property after the respondent had left, screenshots of text messages relating to the termination of the tenancy and a copy electricity bill.
3. The application was served on the respondent by Sheriff Officers.

**Case management discussion (“cmd”)**

4. A cmd took place on 14<sup>th</sup> September 2020 by teleconference. The applicant was present. The respondent was not present or represented. The tribunal was

satisfied that the respondent had reasonable notice of the cmd and proceeded in his absence in terms of rule 29.

5. The applicant confirmed that the respondent had moved into the property shortly before the tenancy agreement was signed. Prior to the tenancy agreement being signed there had been a discussion regarding payment of the deposit. The respondent had been unable to afford a deposit. The applicant agreed to lease the property however given the lack of deposit parties agreed to an extended notice period of three months. This is reflected in paragraph 36 of the tenancy agreement which specifies a three month notice period. The monthly rent agreed was £375.
6. The applicant received a text message from the respondent's friend on 1<sup>st</sup> March 2020 advising that the respondent left the property and asking where the keys should be returned. The applicant provided that information and the keys were returned. The applicant received no further payment of rent from the respondent.
7. When the applicant visited the property, it was in a poor state of cleanliness and a number of large items including a sofa and bed had been left by the respondent. The property had been let unfurnished. In terms of paragraph 49 of the tenancy agreement the tenant undertook to leave the property in as good a state and condition as at the commencement of the agreement,
8. The applicant advised that the respondent had left an unpaid electricity bill of £83 and had lodged a copy of the outstanding bill. The applicant advised that she had paid a friend £20 for the use of their van to remove the larger items from the property. She did not have a receipt as they had agreed payment informally.

### **Findings in fact**

9. Parties entered into a Private Residential Tenancy agreement dated 7<sup>th</sup> February 2020.
10. Rent due in terms of the agreement was £375 per month.
11. In terms of the tenancy agreement parties agreed to a three month notice period prior to terminating the agreement.
12. The respondent removed from the property prior to 1<sup>st</sup> March 2020 without giving notice to the applicant and shortly thereafter returned the keys.
13. In terms of the tenancy agreement the respondent was liable for rent for a period of three months from the date he notified the applicant that he intended to leave the property.
14. The respondent had an unpaid electricity bill in the sum of £83 as at the date he left the property.
15. The applicant incurred a cost of £20 to remove items left by the respondent in the property.

### **Reasons for the decision**

16. The tribunal had regard to the application and the documents lodged by the applicant.
17. The tribunal accepted that in terms of the tenancy agreement the respondent required to give three months' notice to end the tenancy and was accordingly liable to pay rent for three months after giving notice.
18. The tribunal accepted the applicant's evidence in relation to the electricity bill and the amount paid to remove items from the property.

19. The respondent failed to lodge any written representations and did not attend the cmd to dispute the application.
20. The tribunal found the applicant to be credible and found no reason to disbelieve her representations.

### **Decision**

21. The tribunal determined to grant and order for payment in the sum of £1228.

### **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.**

MC Kelly  
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Legal Member  
Legal Member/Chair

14<sup>th</sup> September 2020  
Date