



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/CV/20/2519

Re: Property at 33 Broughton Road, Glasgow, G23 5HL (“the Property”)

Parties:

Mr Brian Smith, 3/2 20 Innellan Gardens, Glasgow, G20 0DX (“the Applicant”)

Miss Joanne Lorimer, Mr Kristopher Lorimer, 15 Dunsyre Place, Glasgow, G23 5EB (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is due the amount of £2112.13 (TWO THOUSAND ONE HUNDRED AND TWELVE POUNDS AND THIRTEEN PENCE) by the Respondents.

1. An application was received and signed 7th December 2020. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not maintaining rent payments and costs of repairing damage to the Property.

The Case Management Discussion

2. A CMD was held on 5th February 2021 at 10 am by teleconferencing. The Applicant was present and represented himself. The Respondent, Mr Kristopher Lorimer, was present and appeared on behalf of both Respondents.

3. The Applicant stated that he sought the full amount stated in the application to be awarded though the focus was upon the rent arrears which accounted for the majority of the amount sought. The Respondent accepted that the rent arrears were due but disputed the amount sought in respect of the damages. He noted that his payments of Housing Benefit did not fully cover his rent. He was paid £350 per month in Housing Benefit which left a shortfall of £150 per month. He had applied for a Discretionary Housing Payment but this had not been paid. He worked for a couple of months over Christmas 2019 which had caused further problems with his benefit.
4. The Tribunal discussed the damages in turn:-
 - a. The toilet handle (£9.42)– An invoice had been lodged for a toilet handle. The Applicant had stated that the handle was damaged. However, it was not clear from the photos that it had been damaged. The Tribunal did not accept that there was sufficient evidence of the damage. The Applicant maintained his position but accepted this point.
 - b. Damage to the walls (£10.98) – The Applicant stated that there had been damage to the walls which looked like stab marks. The Respondent disputed this. The pictures submitted did show marks that looked like they could have been made by the wall having been stabbed. The Tribunal was content that this amount was due by the Respondent.
 - c. Lights needed replaced (£50) – the light shade was damaged. As a consequence the Applicant replaced the light fitting with one that did not need a shade. The Tribunal considered that a replacement shade would have been adequate. This could have been wear and tear as it was not clear from the photos the extent of the damage. The Tribunal did not accept that there was sufficient evidence of the damage. The Applicant maintained his position but accepted this point.
 - d. Smoke and heat alarms (£100) – all had been removed. The Respondent stated that this was due to the beeping noise that the units were making. The Applicant stated that they were new and had long life batteries in them. One of the photos of the Property showed the outer casing in a cupboard. The Applicant stated that all items had been removed from the Property. The Tribunal considered that half the amount would be due as the fittings left could have been tried to be replaced but it was unclear if it was only one that had been left. The Respondent disputed that the units could not have simply been put back on. He maintained his position but conceded this point. The Tribunal was content that this amount was due by the Respondent to the extent of £50.
 - e. Paint supplies (£40) – the Applicant stated that the walls were in such poor state that he required to paint all the walls. There were marks on the walls and the Property was left malodourous. The Respondent disputed this. The Tribunal considered that this could have been wear

and tear as there was not sufficient evidence from the papers to show this. The Applicant maintained his position but accepted this point.

5. The Respondent noted that he remains on benefits and is unable to pay it all at once. The Applicant will look for the Respondent to pay it in instalments. The Respondent is to seek further money and benefits advice to see if he is able to afford a repayment plan.

Findings and reason for decision

6. A Private Rented Tenancy Agreement commenced 21st September 2019.
7. The Respondent persistently failed to pay his rent charge of £500 per month.
8. There are now no outstanding Housing Benefit issues.
9. Damages occurred as a result of the Respondent's occupation of the Property to the amount of £60.98. This was for damage to the walls and cost of replacing the heat and smoke detectors.

Decision

10. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £2112.13.

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.

Gabrielle Miller

5th February 2021

Legal Member: Gabrielle Miller

Date