



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/21/0585

Re: Property at 0/1, 5 Causewayside Street, Glasgow, G32 8LT (“the Property”)

Parties:

Miss Rebecca Chester, 1 Rose Cottage, Horns Lane, High Wycombe, HP12 4QT (“the Applicant”)

Mr Brian Connor, Ms Pamela Smith, 8 Motehill, Paisley, PA3 4ST (“the Respondent”)

Tribunal Members:

Jan Todd (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that that an order for payment in favour of the Applicant should be granted in the sum of £1,088

Background

1. This was a case management discussion (CMD) in respect of an application by the Applicant dated 18th March 2021 for an order for payment for £2,045 in respect of arrears of rent, cleaning and the cost of changing the locks to the Property against the Respondent for the period they were the Tenants in the tenancy of the Property from the Applicant.
2. The following documents were lodged with the application:-
 - A copy of the Tenancy Agreement dated 19th March 2020
 - Rent Schedule to 20th December 2020
 - Copy bank transactions from 20th April 2020 to 21st September 2020
 - Copy Whats app messages between the Applicant and Respondents
 - Copy e-mail with letting agent

- Copy invoice for cleaning from Countrywide Letting dated 2nd March 2021
- Copy invoice from Lockmasters Mobile dated 21st January 2021
- Inventory from the beginning of the tenancy

CMD discussion

1. The CMD proceeded today by way of teleconference due to the continued requirement at the current time for social distancing. The Convener made introductions, and explained how the CMD would be conducted over the teleconference. The Applicant attended and was not represented.
2. The Respondent did not attend nor were they represented on the teleconference. The Respondent had been served with letters intimating the date and time of the CMD by sheriff officers on 31st March 2021. The Respondent has been given fair notice and the Tribunal therefore felt it was appropriate and fair to continue in their absence.
3. The Applicant advised that she was mainly seeking an order for payment in for the rent arrears and referred to the documents lodged in support of this claim which show that she was claiming 3 months unpaid rent amounting to £1800. She did however advise that she has now successfully been awarded the full deposit back from the tenancy deposit scheme of £700 so confirmed that today she would be looking for £1,100 only for rent arrears. She also confirmed that the tenants had left without any notice or warning. They had made little attempt to contact her despite her attempts to make contact (which are shown in the whats app messages) and had only once contacted the letting agent when they needed a plumber. The tribunal noted that there are messages from Mr Brian Connor the first named Respondent dated October 2020 and November 2020 indicating he is aware of the arrears and that he has applied for housing benefit due to a cut in his working hours, and that he was trying to work something out to pay the Applicant.
4. The written documentation shows a tenancy had been created between the parties where the Respondent leased the Property from the Applicant from 20th March 2020 and that the rent due was £600 per month. The tenancy is a Private Residential Tenancy and requires the tenant to give 28 days' notice if they wish to end the tenancy.
5. From the rent statement lodged, no rent had been paid at all after the rental payment made on 21st September 2020 and from the Applicant's submissions the tenants left without any notice on or around 17th December 2020. The Applicant advised that she had paid for a cleaning company to clean the property due to the condition of it but confirmed that she had not lodged any photographs or inventory at the end of the tenancy showing the condition so agreed she was no longer insisting on the sum for cleaning. She did however confirm she was seeking reimbursement of the locksmith account as the Respondents had not returned the keys. She confirmed that she had had to hire a tracing agent to find their new address and that neither of the Respondents had been in touch with her or the letting agent. She did however confirm the Respondents had objected to the release of the tenancy deposit although there was no adjudication, the deposit company accepted

the documentation she had lodged which she advised was the same lodged with this application.

Findings in Fact

1. The parties entered into a lease of the Property which commenced 20th March 2020
2. The Rent due in terms of the lease was £600 monthly payable in advance
3. The tenants left the Property on or around 17th December 2020 without giving any notice.
4. The Respondent failed to pay the rent from 20th October 2020 onwards.
5. Rent is due from 20th October 2020 to 14th January 2021 which includes rent for the 28 days' notice.
6. The rent outstanding at 14th January 2021 is £1,683
7. No further payments have been made towards the rent.
8. The deposit of £700 has been successfully reclaimed by the Applicant from the tenancy deposit company and put towards the rent arrears.
9. The Respondents left without returning the keys to the Property which has meant the Applicant required to change the locks.
10. The cost of the change of locks is £105.

• Reasons for Decision

11. The parties entered into a lease where the Respondent has leased the property from the Applicant from 20th March 2020 and has agreed to pay £600 monthly in rent.
12. The Respondent left the Property without giving notice on or around the 17th December 2020. The Applicant originally sought rent arrears of £1800 for 3 months of unpaid rent but has now successfully reclaimed the full deposit of £700 in respect of rent arrears.
6. The Applicant acknowledged that she has not lodged any evidence of the condition of the flat when the Respondents left and therefore is not maintaining her claim for payment of cleaning costs. She did however confirm that the change of locks was necessary due to the failure of the Respondents to return the keys or engage in any contact with her or her letting agent and the Tribunal accepts that this is a reasonable claim and notes she has lodged evidence of the cost incurred for this.
13. The Respondent has failed to make any payment of rent due from 20th October 2020 to the date they left which was at the latest 17th December 2020. The Applicant is entitled to recover rent lawfully due.
14. The Applicant was entitled to 28 days' notice which means that the tenants are due to pay rent up to 14th January. The pro rata rent due from 21st December to 14th January is £483 which together with the 2 previous months which have not been paid represents £1,683. The Applicant has successfully been awarded the full deposit back and has deducted that from the rent arrears leaving the sum of £983 due in arrears of rent. In addition the change of the locks has cost £105 which is a necessary cost incurred due to the Respondents leaving the Property and not returning the keys.

15. The Respondent has made no appearance at any of the CMD's held to discuss this application and has made no written representations.
16. The Tribunal accepts the written evidence and verbal statements made by the Applicant, who the Tribunal found clear and credible in her evidence that the rent outstanding and due by the Respondent amounts to £983 and that the locks needed to be changed as the keys were not returned by the Respondents
17. There being no application for time to pay the Tribunal makes an order for payment of the sum of £1088 which is less than the original sum claimed.

Decision

An Order for payment of the sum of £1,088 is granted.

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.

Jan Todd

5th May 2021

Legal Member/Chair

Date