



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/21/0824

Re: Property at 57 Holyrood Street, Carnoustie, Angus, DD7 6HL (“the Property”)

Parties:

Mr Hyder Fatah, 2 Panbride View, Carnoustie, Angus (“the Applicant”)

Mr Egidigus Stankevicius, Auchrennie, Carnoustie, Angus, DD7 6LU (“the Respondent”)

Tribunal Members:

Lesley Ward (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the respondent to the applicant of the sum of one thousand and sixteen pounds and eighty three pence (£1016.83) be made.

The said documentation should be lodged with the Chamber no later than close of business on 28 June 2021.

1. This was a second case management discussion ‘CMD’ regarding an application in terms of rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, ‘the rules’ and s71 of the Private Housing (Tenancies) (Scotland) Act 2016, ‘the Act’. The applicant was represented by Mr David Wilkie of The Property Management Company. The respondent did not attend. The tribunal had received notification on 28 May 2021 that the respondent had appointed a representative and the representative

had been sent the notification for the CMD. The tribunal proceeded with the CMD in the respondent's absence in terms of rules 24 and 29 as the tribunal was satisfied that the respondent was aware of the CMD, had received appropriate notification and it was fair to do so.

Background

2. The original application was to recover rent arrears, however the applicant's representative wrote to the tribunal on 13 May 2021 seeking to amend the application and enclosing additional evidence and a written submission with additional heads of claim. The respondent wrote to the tribunal on 20 May 2021 with a time to pay direction application. That appeared to be in relation to the rent arrears part of the claim only. The time to pay application was refused. The tribunal allowed the amendment on 28 May 2021. Thereafter the CMD was adjourned, and the tribunal made a direction for the applicant to provide the following:

- (1) A receipted invoice for the replacement of the cooker, if available.
- (2) A receipted invoice for the installation of the cooker if available or a quote for the installation of the cooker.
- (3) A receipted invoice for the gas safety certificate for the cooker, if available, or a quote for the gas safety certificate.
- (4) A receipted invoice for the redecoration costs, if available.
- (5) Further specification for the external redecoration cost.
- (6) A receipted invoice for cleaning costs, if available.
- (7) Further specification for the cleaning costs.
- (8) A receipted invoice for removal of furniture and rubbish, if available or a quote for the removal of rubbish.
- (9) Any other documentation he has to substantiate his position.

3. On the 30 June 2021 the applicant provided the following copy documents:

- (1) Invoice for cleaning dated 25 June 2021 (£180)
- (2) Invoice for gas safety certificate dated 27 November 2020 (£126).
- (3) Invoice for redecoration costs (£980).
- (4) Invoice for removal of furniture (£160).

4. In addition to the further documents referred to above the tribunal had before it the following copy documents:

- (1) Application dated 1 April 2021.
- (2) PRT.
- (3) Land certificate.
- (4) Rent statement.

- (5) Time to pay application dated 17 May 2021 and received by the tribunal on
- (6) Sheriff officer's execution of service on respondent dated 28 April 2021.
- (7) Email from applicant's representative to the tribunal dated 13 May 2021.
- (8) Photographs.
- (9) Emails from applicant's representative to the respondent dated 29 March 30 March 2021.
- (10) Email from respondent to applicant's representative dated 30 March 2021.
- (11) Cleaning quote dated 12 May 2021.
- (12) Cooker quote.
- (13) Painting quote dated 11 May 2021.

The applicant's position.

5. Mr Wilkie advised that the applicant is still seeking the sums set out in his submission notwithstanding that the invoices lodged (as opposed to the quotations previously lodged in support of the claim), are for slightly higher amounts now that the work has been carried out. Regarding the cooker, Mr Wilkie submitted that he has produced a photograph of the cooker. The cooker is also referred to in the check in report and he has also produced a print out of the same model of cooker from Curry's which would cost £369 to replace. As set out in his submission, the applicant is seeking the cost of replacement less one quarter to ensure no betterment. Similarity with the gas safety certificate, the applicant had made an apportionment from £126 to £80.43. The tribunal noted that from the information produced the respondent does not deny replacing the cooker. Mr Wilkie conceded that no vouching had been produced for the installation of the cooker and the £36 referred to in his submission should be removed. In summary the applicant is seeking the following:

- £264.65 for rent arrears.
- £180 for cleaning costs.
- £120 for disposal of furniture and rubbish.
- £420 to repaint fences.
- £250 for internal redecoration.
- £276.75 to replace the gas cooker.
- £80.43 for the gas safety certificate.

The total amount sought was £1591.83 less the deposit of £575 giving a balance of £1016.83.

6. Findings in fact

- The property is owned by the applicant.
- The applicant entered into a tenancy agreement with the respondent for let of the property on 24 December 2018.
- The agreed monthly rent was £575.

- The rental payments were due on 24th of each month.
- The tenancy came to an end on 7 April 2021.
- The last rental payment was made on 24 March 2021.
- Rent arrears of £264.65 accrued between 24 March 2021 and 7 April 2021.
- The respondent left the property in a dirty condition.
- The applicant incurred costs of £180 to clean the property.
- The respondent left some of his belongings in the property and some rubbish.
- The applicant incurred costs of £160 to remove the furniture and rubbish.
- The respondent left the paint work in the property in an unfinished state.
- The applicant incurred the sum of £980 to reinstate the internal and external paintwork.
- The respondent removed the cooker belonging to the applicant without his consent. The cooker was 'as new' and will cost £369 to replace.
- The applicant will incur the cost of a new gas safety certificate of £126.

7. Reasons

This was an undefended application to recover rent arrears and other losses arising out of a PRT. The respondent admitted the rent arrears and lodged time to pay application, but this was refused as the applicant added additional heads of claim to his application. The exchange of emails from the letting agent and respondent suggest that the respondent replaced the cooker in the property without the applicant's consent. The cooker was 'as new' in the check in report. The applicant has provided a check out report and photographs which show rubbish and other belongings in the property and unfinished paintwork. The applicant has produced invoices regarding painting, cleaning and removal of rubbish. The applicant has also produced vouching for the gas certification and replacement of the cooker. The tribunal was satisfied on the balance of probability that the applicant has incurred costs of £1591.83 less the deposit of £575 giving a balance due of £1016.83.

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.

Lesley Ward

16 July 2021

Lesley A Ward Legal Member

Date