



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/21/1133

Re: Property at 119 Upper Craigour, Edinburgh, EH17 7SE (“the Property”)

Parties:

Mr Shaun McCabe, 94/3 Bruntsfield Place, Edinburgh, EH10 4ES (“the Applicant”)

Miss Amie Philips, Mr Sean Lothian, 108 Moredun Park Gardens, Edinburgh, EH17 7LH; 11 Hillcoat Loan, Edinburgh, EH15 1UA (“the Respondent”)

Tribunal Members:

Gabrielle Miller (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Applicant is entitled to an order for payment amounting to £1490.90 (ONE THOUSAND FOUR HUNDRED AND NINETY POUNDS AND NINETY PENCE ONLY).

Background

1. An application was received by the Housing and Property Chamber dated 11th May 2021. 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 Respondents not maintaining rent payments and costs arising from the tenancy ending.

The Case Management Discussion (“CMD”)

2. A CMD was held on 9th August 2021 at 2pm by teleconferencing. The Applicant represented himself and attended the CMD. The Respondents were not present. The Tribunal proceeded in terms of Rule 29 of the Rules. The Respondents did make representations in advance of the hearing in the form of an email dated 29th June 2021.

3. The Applicant only became aware of the Respondents leaving the Property when the rent payment for December 2020 was missed. The Applicant sought £920.40 for the missed month rent from 7th December 2020 to 6th January 2021 amounting to £770 with £127.40 for the period 7th January – 12th January 2021. The Tribunal was satisfied that this amount was due.
4. The Applicant sought £168 (£140 plus 20% VAT) for an Electrical Installation Condition Report (“EICR”). The Applicant noted that he did not have a duty to instruct and EICR until around October 2021 but did so as the Respondents had stated that there were problems with the electrics. As there were no issues found the Applicant considered that this was an unnecessary cost. The Tribunal was satisfied that £168 was due by the Respondents to the Applicant.
5. The Applicant sought £600 for the cost of repainting the Property. A receipt was attached in the paperwork submitted by the Applicant. The Applicant explained that he had only started to rent the Property in October 2018 before that he had fully decorated it. There were various marks around the whole of the Property that required to the whole of the Property to be painted. An inventory had been lodged to illustrate this point. The Tribunal was satisfied that £600 was due to the Applicant by the Respondent.
6. The Applicant sought replacement for a bed that had been damaged. An inventory had been lodged as evidence as had the original purchase document. The Tribunal was not satisfied that the full amount was outstanding and restricted the amount due to £230 to take into account wear and tear. The Tribunal was satisfied that £230 was due to the Applicant by the Respondent.
7. The Applicant sought cleaning costs of £360.50. This amounted to £275 for professional cleaners to clean the flat. The Applicant stated that by the terms of the lease the Property must be returned in a clean state. He has not had to instruct cleaners to act for him to do an end of tenancy clean before. He spent 9 hours cleaning out cupboards, the fridge, the freezer and taking all items crockery and cutlery home to wash in his dishwasher. He did this to reduce the cleaning costs and to prevent matters becoming worse as food in the fridge was going off. His position is that he could not wait for a professional cleaner to do this and that it would have significantly increased the cleaning costs beyond the £85.50 that he had sought. The Tribunal was satisfied that £360.50 was due to the Applicant by the Respondents.
8. The Applicant sought costs for replacement of damaged parts to the vacuum cleaner (£25), replacement hall lamp shade (£25), repairs to bedroom 2 wardrobe (£40) and professional cleaning of the sofa (£105). The Tribunal was not satisfied that these items had been suitably supported with receipts. The Applicant accepted that these items could not be included in the Order due to the lack of receipts. The Tribunal did not include any of those items within the Order.

9. The Applicant did not consider that the Respondents vandalised the Property but had misused it which resulted in the damage.
10. The Tribunal noted that outstanding amounts due totalled £2260.90 however the deposit was returned and needed deducted from this. This reduced the figure by £770 to £1490.90. The Tribunal was satisfied that amount due by the Respondents to the Applicant was £1490.90. There were no issues of reasonableness. The Applicants had submitted a further email regarding dampness but did not attend the hearing to substantiate this point. The Tribunal was satisfied that the Respondents were correctly served notice of the hearing.

Findings and reason for decision


11. A Private Rented Tenancy Agreement commenced 7th July 2020.
12. The Respondent failed to pay her rent charge of £770 per month on 7th December 2020. The rent payments are due to be paid on 7th day of each month.
13. The Respondents had failed to leave the Property in the condition it was let to them resulting in the Applicant having incurred costs to return it to the state it was originally let.
14. The amount sought totalled £1490.90. Amounting to unpaid rent and end of tenancy costs.

Decision

15. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £1490.90

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.



Gaby Miller

Legal Member/Chair

9th August 2021

Date