

**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014.**

**Chamber Ref: FTS/HPC/CV/21/1232**

**Re: Property at 17 Annsfield Road, Hamilton, ML3 8BQ (“the Property”)**

**Parties:**

**Mrs Morag Whip, 82 Union Street, Larkhall, ML9 1DR (“the Applicant”)**

**Mr Jacek Szymczak, 2 Stane Road, Shotts, ML7 5JQ (“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 four thousand four hundred and ninety four pounds and thirty one pence (£4494.31) be made.**

1. This was a case management discussion ‘CMD’ regarding an application in terms of rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, ‘the rules’ and s16 of the Housing (Scotland) Act 2014, ‘the Act’. The applicant was represented by Mr Barry Munro of GBS Lets Ltd. The respondent did not attend and was not represented. The tribunal had sight of the execution of service of the application on the respondent by sheriff officer on 14 July 2021. 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.

2. The tribunal had before it the following copy documents:

- (1) Application dated 29 January 2021.
- (2) Short assured tenancy agreement.
- (3) Land certificate.
- (4) Rent statement and summary of sums sought.
- (5) Photographs.
- (6) Invoice dated 26 March 2021 for £1365 for cleaning, clearing and redecoration.
- (7) Receipt for steel hook -£4.52.
- (8) Invoice for padlock - £6.99.
- (9) Invoices for grout restorer- £24.
- (10) Invoice for light fitting- £22.99
- (11) Invoice for door handles- £29.99.
- (12) Invoice for door hasp- £9.43
- (13) Invoice for toilet seat- £28.04
- (14) Invoice for supply and fitting of carpets- £780.

### **The applicant's position.**

3. Mr Munro was seeking an order for the sum of £4826.30 as set out in document 4 above. Mr Munro submitted that the tenant left the two bedroomed semi detached property in a dirty and damaged state. He submitted that this is borne out by the photographs lodged which show that the property has damaged carpets, damaged walls, and the tenant has left rubbish in the property. The décor has been badly damaged by smoke which is a breach of clause 12.1 of the tenancy agreement. The tribunal sought to understand the different heads of claim and how they tie in with the documents and vouching lodged

### **Rent arrears**

4. Mr Munro is seeking the sum of £2272.33 under this head. As set out in the statement, the tenant had rent arrears for August 2020 to December 2020 of £2750. It was his submission that the tenant contacted his company via text message at the beginning of January 2021 stating he wished to give up the tenancy. Shortly after that, the tenant abandoned the property. GBS Lets Ltd spoke to neighbours and drove by the property and on 17 January 2021 was satisfied that the tenant had indeed abandoned the property. The applicant is therefore seeking rent apportioned until 17 January 2021 of £72.33, less the deposit of £550 giving a total sum due of £2272.33 in respect of rent arrears.

## **Carpets**

5. Mr Munro made reference to the invoice for £780 to supply and fit carpets to the hall and two bedrooms. He drew the tribunal's attention to the photographs lodged which appear to show dirty and damaged carpets with black and red marks.

## **Cleaning**

6. Mr Munro submitted that the applicant is seeking £365 for cleaning as set out in the invoice lodged. He explained that the invoice is from GMB Lets Ltd to the applicant as GMB Lets Ltd arrange the work and settle this directly with the cleaning company. The cleaning element of this invoice was £200 and the sum of £165 was in respect of the clearing of the rubbish. He made reference to the photographs which appear to show the property in a dirty state with rubbish throughout.

## **Redecoration**

7. Mr Munro submitted that the applicant is seeking £1000 for redecoration as set out in the invoice lodged. He explained that the invoice is from GMB Lets Ltd to the applicant as GMB Lets Ltd arrange the work and settle this directly with the decorator. He stated that the smoke damage to the property can be seen clearly in the photographs. The photos also show graffiti throughout the property which requires redecoration as a result. The main issue however was the damage to the paintwork, including the doors and skirting boards due to the smoke damage. He submitted that the redecoration took 2 painters 6 days and the sum sought includes materials.

## **Other items**

8. Mr Munro had provided vouching for replacement of handles on internal doors at £29.99, a light fitting to the kitchens of £22.99 and £24 for grouting materials.

## **Items not vouched**

9. Mr Munro conceded that he has not provided any vouching for the £165 to tidy the garden or the £125 to fit the door handles and toilet seat etc. He also conceded that given the tenancy had started in 2015 the replacement of the toilet seat could be characterised as fair and tear. Mr Munro was unable to account for the sum of £13.95 claimed.

## **10. Findings in fact**

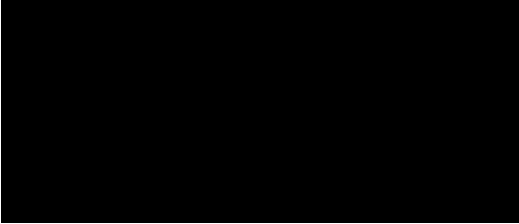
- The property is owned by the applicant's son and husband.
- Acting on their authority, the applicant entered into a tenancy agreement with the respondent for let of the property on 31 July 2015.
- The agreed monthly rent was £550.
- The tenancy came to an end around 17 January 2021.
- Rent arrears of £2822.33 accrued between August 2021 and January 2021. The applicant applied the deposit of 550 towards the arrears giving a balance of £2272.33.
- The respondent left the property in a dirty condition.
- The applicant incurred costs of £200 to clean the property.
- The respondent left some of his belongings in the property and some rubbish.
- The applicant incurred costs of £165 to remove the furniture and rubbish.
- The applicant incurred costs of £1000 to reinstate damaged paintwork.
- The applicant incurred costs of £780 to replace damaged carpets.
- The applicant incurred costs of £76.98 to replace a damaged light, handles and grouting materials.

## **11. Reasons**

This was an undefended application to recover rent arrears and other losses arising out of a short assured tenancy agreement. The applicant has provided photographs which show rubbish and other belongings in the property, damage to walls and flooring and paintwork. The applicant has produced invoices regarding painting, cleaning and removal of rubbish and replacement of carpets. The applicant has also produced a rent statement for outstanding rent. The tribunal was satisfied on the balance of probability that the applicant has incurred costs of £4494.31, and the tribunal granted an order for this amount.

## 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.



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Lesley A Ward Legal Member

18 August 2021

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Date