



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/21/1423

Re: Property at 10 Hopefield Park, Bonnyrigg, EH19 2NE (“the Property”)

Parties:

LG Properties (Scotland) Ltd, 78 Lothian Street, Bonnyrigg, EH19 3AQ (“the Applicant”)

Mr Connor Cullen, 18 Cowdenfoot Gardens, Dalkeith, EH22 2FA (“the Respondent”)

Tribunal Members:

Nairn Young (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that

- Background

This is an application for an order for payment in relation to alleged arrears of rent and damages due following the termination of the Respondent’s private residential tenancy at the Property. It called for a case management discussion (‘CMD’) at 11:30am on 25 August 2021, by teleconference. The Applicant was represented on the call by Mrs Jacqueline Barr of AM Letting Ltd.. The Respondent did not call in to the teleconference and was not represented. The commencement of the CMD was delayed by 10 minutes to allow for any technical difficulty, but there remained no contact from the Respondent.

The details of the CMD were served on the Respondent on 7 June 2021 by sheriff officers. The Tribunal was satisfied that the Respondent was aware of the calling and had chosen not to take part in the teleconference. It considered that the CMD should proceed in his absence. An adjournment would incur delay and cost for the Applicant which would not be fair, in circumstances where the Respondent has chosen not to appear.

- Findings in Fact

1. The Applicant let the Property to the Respondent in terms of a private residential tenancy, with a start date of 4 April 2020.
2. The tenancy came to an end on 15 April 2021.
3. As of the end of the tenancy, the Respondent owed £4,517.40 in unpaid rent.
4. The Respondent deliberately caused damage to the Property before leaving by pouring bleach on the carpet, taking an integrated washing machine and soiling the floor, requiring repair, replacement and a deep clean.
5. The Respondent also left various items of property at the Property which had to be removed.
6. The total cost of the work required to bring the Property back up to a state where it could be re-let was £1153.65.
7. The Applicant was able to secure return of the full deposit paid at the start of the tenancy, of £700.

- Reasons for Decision

8. The Respondent owes the Applicant rent. The Applicant is also entitled to be compensated for the damage caused by the Respondent before leaving the

Property. The amount of the deposit that has been returned to the Applicant should be set against that liability, giving a total due of £4971.05.

9. The Applicant originally asked for interest to be applied to these figures; but did not specify in the application the rate to be applied, the date it should be applied from, or the basis upon which interest was due. When these points were raised with her, the Applicant's representative withdrew the request for interest to be applied.

- Decision

Order for payment by the Respondent to the Applicant of the sum of £4971.05 (FOUR THOUSAND, NINE HUNDRED AND SEVENTY-ONE POUNDS AND FIVE PENCE STERLING).

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.

N Young

Legal Member/Chair

31 August 2021

Date