



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/21/1929

Re: Property at 4 Trinity Fields Crescent, Brechin, Angus, DD9 6YF (“the Property”)

Parties:

Lok Well Services Ltd, 16 North Latch Road, Brechin, Angus, DD9 6LF (“the Applicant”)

Mr Paul Lloyd, Mrs Leanne Lloyd, 4 Bridge Street, Brechin, Angus, DD9 6HZ (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that it would grant an order for payment of FIVE THOUSAND FOUR HUNDRED and FIFTY THREE POUNDS EIGHTY FOUR PENCE (£5,453.84) STERLING.

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment of the sum of £5453.84 in relation to rent arrears and damages to the property.
2. The application contained:-
 - a copy of the tenancy agreement

- bank statements
 - invoices and quotes for repairs
 - reasons for making the application
 - email to respondent
 - rent statement
 - photographs of property
3. Today's case management discussion was held by telephone conference call. Ms Fiona Sharpe for the Applicant appeared. The Respondents did not appear.
4. The tribunal had before it copies of a sheriff officers' certificate of service on the respondents showing that service had been effected on them on 8 September 2021. It was therefore prepared to proceed with today's case management discussion.

Discussion

5. The Applicant advised that they were seeking an order for payment of £5453.84, this sum was made up of the rent arrears and damages to the property, namely,
- a. Rent arrears : £1515 (being £2215 less the deposit £700)
 - b. Property clearance : £180
 - c. Cleaning : £300
 - d. Garden : £1467.50
 - e. Replacement carpets and flooring : £1600
 - f. Binds : £180
 - g. Paint : £137.68
 - h. Misc. expenses : £73.66.
6. The sums were still outstanding. There had been no payments and no contact from the respondents. The respondents were aware of the rent arrears and

the damages to the property as the Applicant had emailed them about this after they had left the property.

7. The tenancy agreement had been in the name of two tenants. The tenancy commenced on 1 July 2019. The rent per month was £700. The tenancy ended on 5 July 2021.
8. The applicant advised that the property had been in immaculate condition when the respondents had taken entry. It was in a dreadful condition when they had left, there was dog excrement inside and outside the property, they had had to remove the carpets, and there was also damage to the flooring. The grass was 5 foot high and matted together, to reinstate the garden they had had to use a digger and dig it up. They had had to get a cleaner in to clean it and she had advised the applicant that this was the worst house she had been in to clean. The applicant advised that the smell in the house was awful. The photographs and invoices supported her claim.

Findings in Fact

9. The Tribunal found the following facts to be established:
 - a) A tenancy agreement was entered into between the Applicant and the Respondents for the property. It commenced on 1 July 2019.
 - b) The tenancy ended on 5 July 2021.
 - c) The tenancy agreement provided that monthly rent was £700 and was payable on the 1st of each month.
 - d) The tenancy agreement provided that the tenant agreed to take reasonable care of the property, and this included to ensure that the property was kept clean.

- e) The tenancy agreement provided that the tenant agrees to replace or repair any of the contents which are destroyed, damaged, removed or lost during the tenancy.
- f) The tenancy agreement provided that the tenant was to maintain the garden ground in a reasonable manner.
- g) The tenancy agreement provided that the tenant agreed to dispose of his rubbish in an appropriate manner.
- h) There had been no payment of rent from 1 April 2021 until 5 July 2021.
- i) Rent arrears up to 5 July 2021 totalled £2215.
- j) The applicant had retained the deposit of £700.
- k) The respondents had failed to take reasonable care of the property.
- l) The respondents had caused damage to the internal furnishings, which included the flooring and carpets; and blinds.
- m) Flooring and blinds in the property required to be replaced.
- n) The walls in the property were marked and damaged and required to be repainted.
- o) The respondent had failed to keep the property clean. When the property had been vacated it was dirty and grimy. There was dog excrement in the property. The property was malodorous. It required to be deep cleaned by the applicant.
- p) The respondent had failed to remove rubbish and other items from the property when they vacated it. There had been rubbish left in the property, the garden shed and in the garden area which required to be removed by the applicant.

q) The respondent had failed to maintain the garden ground. The garden ground had required to be cleared, dug up and a new lawn laid.

Reasons for Decision

10. Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016 provides that the First Tier Tribunal has jurisdiction in relation to civil proceedings arising from private residential tenancies. As this tenancy is a private residential tenancy, I am content that I have jurisdiction to deal with this case.
11. The tenancy agreement created obligations between the parties including, the obligation to pay rent, to keep the property clean and tidy, take reasonable care of the property and the garden ground; and to remove rubbish. The Respondent had failed to pay their rent, and they had also broken other terms of the tenancy agreement. The breaches of the tenancy obligation had caused the applicant loss in terms of loss of rent. It had also caused them loss in terms of the applicant having to repair, renew, clean and clear the subjects to reinstate it to its previous condition.
12. Based on the evidence before me, which includes:- the papers submitted namely the application and the verbal submission by the applicant. I consider that I should make a payment order of £5,453.84.

Decision

13. I grant an order in favour of the Applicant for the Sum of FIVE THOUSAND FOUR HUNDRED and FIFTY THREE POUNDS EIGHTY FOUR PENCE (£5,453.84) 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.


Melanie Barbour

06 October 2021

Legal Member/Chair

Date