



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber)**

Chamber Ref: FTS/HPC/CV/21/2082

Property : 50 Dalmarnock Drive, Bridgeton, Glasgow G40 4LN ("Property")

Parties:

Jestyn Davies and Ruth Davies, 50 Malleny Millgate, Balerno, Edinburgh EH14 7AY ("Applicant")

One Stop Properties, 491 Duke Street, Glasgow G31 1DL ("Applicant's Representative")

Vinicius Rocha Maximo, Address Unknown ("Respondent")

Tribunal Members:

Joan Devine (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("Tribunal") determined that an order for payment of £5,155.86 should be made.

Background

The Applicant sought an order for payment of £5,155.86 in respect of arrears of rent and dilapidations at the Property. The Applicant had lodged with the Tribunal Form F. The documents produced were: a Short Assured Tenancy Agreement dated 4 November 2015 ("Tenancy Agreement"); an addendum to the Tenancy Agreement dated 23 October 2019 ("Addendum"); a statement in respect of rent arrears as at 24 February 2021 showing a balance due of £5,273.56; invoice from Cleaning Direct Ltd in respect of cleaning the Property for £169.80; invoice from Keys Galore in respect of the Property for £10; invoice from Gas Tech Property Maintenance in respect of the removal of items from the garden of Property for £165; invoice from Vue Window Blinds in respect of the supply of 5 vertical blinds at the Property for £364.68; invoice from Cambus Décor in respect of painting the Property throughout for £1,385; photograph of the outside of the Property taken on 10 February 2021; checkout inspection report in respect of the Property dated 10 February 2021 and emails

between the Applicants Representative and the Respondent between 5 January and 19 February 2021. The Application was advertised on the Tribunal website on 17 December 2021.

Case Management Discussion

A case management discussion took place before the Tribunal on 24 January 2022 by teleconference. Wendy Gallagher and Melanie Gibbons of the Applicant's Representative were in attendance. There was no appearance on behalf of the Respondent. Ms Gallagher told the Tribunal that rent had not been paid for the period 4 May 2020 until the tenancy ended on 4 February 2021. This totalled £5,273.56. She told the Tribunal that after the Respondent left the Property cleaning costs were incurred of £169.80. She said that items were left in the garden of the Property. A photograph of this was provided. A cost of £165 was incurred to remove the items. She said that the Property had a front and back door. The key for the back door had not been returned by the Respondent. A cost of £10 was incurred to replace the key. She said that some of the blinds in the Property were damaged or missing. A total of £364.68 was spent to replace the blinds in the Property. A contribution of £150 was sought in respect of damaged blinds. She told that Tribunal that the Property was painted throughout following termination of the tenancy at a cost of £1,385. A contribution of £350 was sought towards the cost of painting as some walls were damaged. The total claimed in respect of outstanding rent and dilapidations was £6,118.36. Ms Gallagher explained that the Respondent had offered to pay off the sums due at the rate of £100 per month but only one payment of £100 was received. She said that the deposit of £862.50 was held. Ms Gallagher told the Tribunal that when the deposit and the payment from the Respondent were applied to the sums claimed a balance of £5,155.86 remained.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent had entered into a Short Assured tenancy agreement dated 4 November 2015 ("Tenancy Agreement").
2. The Tenancy Agreement had been varied by the Addendum in terms of which the rent was increased to £630 per month.
3. The rent in terms of the Tenancy Agreement was £630 per month.
4. The Respondent had failed to make payment of the rent due in full for the period 4 May 2020 to 4 February 2021. The total due was £5,273.56.

5. The Applicant had incurred costs of £844.80 cleaning and repairing the Property following the termination of the Respondent's tenancy of the Property.

Reasons for the Decision

Rent was due in terms of the Tenancy Agreement at the rate of £630 per month. Rent for the period 4 May 2020 to 4 February 2021 had not been paid in full. A balance of £5,273.56 remained due. In terms of the Tenancy Agreement the Respondent had accepted the Property as being in good tenantable order and condition and had undertaken to yield up the Property in a similar condition. The Applicant had incurred costs in respect of the cleaning and repair of the Property following termination of the Tenancy Agreement totalling £844.80. After application of the payment of £100 made by the Respondent and the deposit received of £862.50 a balance of £5,155.86 was due.

The Tribunal determined to make an Order for payment of £5,155.86

Decision

The Tribunal grants an order for payment of £5,155.86.

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.

Legal Member: Joan Devine
Date: 24 January 2022