

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

---



**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/22/0132**

**Property : 47 G/L Lyon Street, Dundee DD4 6RA (“Property”)**

**Parties:**

**Kirsty Leonard, 9/3 Bowhill Terrace, Edinburgh EH3 5QY (“Applicant”)**

**Leonard Property Group, 9/3 Bowhill Terrace, Edinburgh EH3 5QY ("Applicant's Representative")**

**Colin MacKay, 2 Tankerville Cottages, Easthaven, Angus DD7 6LR (“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 £7,546.42 should be made.**

**Background**

The Applicant sought an order for payment of £7,546.42 in respect of arrears of rent and the costs of repairs following termination of the tenancy. The Applicant had lodged with the Tribunal Form F. The documents produced were: a Tenancy Agreement dated 3 October 2018 which commenced on 5 October 2018 (“Tenancy Agreement”); a statement in respect of rent arrears; an invoice for £96 from Lock Shop & Security Services Ltd; invoice from Dynamic Property Services (Scotland) Ltd for £2808 dated 5 November 2021; invoice from Dynamic Property Services (Scotland) Ltd for £2000 dated 12 November 2021; invoice from Dynamic Property Services (Scotland) Ltd for £808 dated 26 November 2021 and sheriff officer's execution of service certifying service of the Application on 25 February 2022.

**Case Management Discussion(“CMD”) on 11 April 2022**

A case management discussion took place before the Tribunal on 11 April 2022 by teleconference. Reference is made to the note of the CMD. At the CMD the Tribunal

noted that it required to see information regarding the current state of the Property and to understand precisely what works had been carried out to assess whether the sum claimed related to works that became necessary as a result of breach of the tenancy agreement or whether there was an element of betterment. Reference is made to the note of the CMD. The Tribunal issued a direction and fixed a further CMD for 23 May 2022

### **CMD on 23 May 2022**

In advance of the continued CMD the Applicant produced a specification of works to be carried out at the Property following termination of the tenancy and photographs of the Property after the works had been carried out. At the continued CMD Donna Riseborough of the Applicant's Representative was in attendance. There was no appearance by the Respondent. Ms Riseborough told the Tribunal that the Respondent had lived in the Property alone. The Tribunal noted the extensive damage caused to the Property shown in the photographs lodged. In particular, the Tribunal noted the damage to the walls in the Property. The Tribunal reviewed the invoices produced and noted that they did not add up to the sum claimed. Ms Riseborough said that a cost of £101.96 had been incurred to replace blinds and a cost of £156 had been incurred to fit a new time to the boiler. She emailed copies of the receipts to the Tribunal.

### **Findings in Fact**

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent had entered into a Tenancy Agreement for the Property which commenced on 5 October 2018.
2. The rent in terms of the Tenancy Agreement was £343 per month.
3. The Respondent have failed to pay the rent in full for the period May 2020 to July 2021 which, after deduction of the deposit, totalled £1576.46.
4. The Applicant had incurred a cost of £96 to change the locks following termination of the tenancy.
5. Extensive damage had been caused to the Property during the tenancy by the Respondent.
6. The Applicant had incurred costs of £5873.96 to rectify the damage.

### **Findings in Law**

The Tribunal made the following findings in law:

1. The Respondent is bound to pay to the Applicant rent due in terms of the Tenancy Agreement.
2. The Respondent is bound to compensate the Applicant for the damage caused to the Property.

### **Reasons for the Decision**

The Tribunal determined to make an Order for payment of £7,546.42. Rent was due in terms of the Tenancy Agreement at the rate of £343 per month and had not been paid in full for the period May 2020 to July 2021 and, after deduction of the deposit totalled £1576.46. A cost of £96 had been incurred to change the locks.

The photographs produced showed the state of repair of the Property at the date of entry under the tenancy and the state of repair on termination of the tenancy. They showed that significant damage had been caused to the Property. The specification of works produced set out the nature of the works to be carried out to rectify the damage. Photographs were produced to show the Property after the works had been carried out. The sum claimed for the repair works totalled £5873.96. This was reasonable when regard was had to the extent of the damage caused and the works required to rectify the damage.

### **Decision**

The Tribunal grants an order for payment of £7,546.42.

### **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.**

# J Devine

**Legal Member**

**Date : 23 May 2022**