



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/22/0204

Re: Property at 23 Ardoch Crescent, Stevenston, KA20 3NR (“the Property”)

Parties:

Felt Properties Ltd, 27 Old Gloucester Street, London, WC1N 3AX (“the Applicant”)

Mrs Nicola Moriarty, 24 Muir Drive, Stevenston, KA20 3JD (“the Respondent”)

Tribunal Members:

Nicola Irvine (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondent in favour of the Applicant in the sum of £2,005.87.

Background

1. An application dated 21 January 2022 was submitted in terms of Rule 111 (Application for civil proceedings in relation to a private residential tenancy) of *The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended.
2. The Applicant sought payment of £2475.87, which represented arrears of rent said to have been incurred by the Respondent and the cost of repairs for which the Respondent was said to be responsible.
3. A case management discussion took place on 25 April 2022 and reference is made to the Note of that discussion.
4. On 23 May 2022, the Applicant lodged a detailed invoice in respect of repairs carried out at the property.

The Case Management Discussion

5. The Applicant was represented by Mrs Taiwo, director of Felt Properties Ltd and she was accompanied by her employee, Miss Goosetree. The case management discussion took place by conference call and proceeded in the absence of the Respondent.
6. After enquiry by the Tribunal, the Applicant's representative advised that the Applicant now seeks payment in the reduced sum of £2,005.87. That sum comprised rent arrears of £675.87 and repairs for which the Respondent is responsible in the sum of £1,330. The Applicant's position was that the Respondent is responsible for the cost of painting, clearing the property and replacement linoleum flooring in the kitchen. Reliance was placed upon clause 25 of the tenancy agreement which states "The Tenant agrees to replace or repair (or, at the option of the Landlord, to pay the reasonable cost of repairing or replacing) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted....." The Applicant's position was that the repairs required went beyond fair wear and tear and reference was made to the check-out report which shows damage to the walls and flooring.

7. Findings in Fact and Law

- a. The Applicant entered into a private residential tenancy with the Respondent and her husband which commenced after 4 June 2018.
- b. Rent was payable at the rate of £550 per month, in advance.
- c. The rent arrears due by the Respondent to the Applicant amount to £675.87.
- d. The Respondent is liable to pay the Applicant the sum of £1,330 in respect of repairs effected at the property.

Reasons for Decision

8. The Respondent failed to submit any written representations and failed to participate in either of the case management discussion.
9. The Applicant produced a rent statement ending 4 April 2021 showing that the rent arrears incurred amounted to £675.87. The Tribunal was advised that no payments have been made by the Respondent and there was nothing before the Tribunal which contradicted that. The Applicant produced an invoice in respect of repairs effected at the property. The tenancy agreement provides for the Respondent paying the reasonable cost of repairs at the property. The Tribunal was satisfied that the Respondent was responsible for the cost of the repairs which formed part of the claim.

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.

Nicola Irvine
Legal Member/Chair

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9 June 2022
Date