



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70(1) of the Private Housing Tenancies (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/22/0328

Re: Property at 36E New Street, Stevenson, KA20 3HF (“the Property”)

Parties:

Europe & Jersey Estates Ltd, 30 East Main Street, Darvel, KA17 0HP (“the Applicant”)

Mr Grant Scott, 60A Boglemart Street, Stevenson, KA20 3JP (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment in the sum of One thousand two hundred and twenty five pounds (£1225) against the Respondent together with interest at the rate of eight per cent per annum from the date of decision until payment

Background

1 By application dated 3 February 2022, the Applicant sought an order for payment in the sum of £1575 against the Respondent. In support of the application the Applicant provided:-

- (i) Tenancy Agreement between the parties dated 29 November 2019;
- (ii) Photographs of the property and invoice detailing damage costs;
- (iii) Copy text messages between the Applicant and Respondent; and

(iv) Rent Statement.

- 2 By Notice of Acceptance of Application the Legal Member with delegated powers of the Chamber President intimated that there were no grounds on which to reject the application. A Case Management Discussion was therefore assigned for the 5 August 2022 to take place by teleconference. A copy of the application paperwork together with notification of the date and time of the Case Management Discussion and instructions on how to join the teleconference was intimated to the Respondent by Sheriff Officers.
- 3 The Applicant subsequently intimated that the tenancy deposit of £350 had been returned to the Applicant and had been deducted from the sum claimed. The Applicant therefore sought the sum of £1225.

Case Management Discussion

- 4 The Case Management Discussion took place on 5 August 2022. Mr Kenneth Johnstone represented the Applicant. The Respondent was not present. The Legal Member noted that he had received proper notification of the application paperwork together with the date and time of the Case Management Discussion and therefore determined to proceed in his absence.
- 5 Mr Johnstone outlined the terms of the application and explained that the Applicant sought outstanding rent arrears as well as the costs of restoring the property due to damage caused by the Respondent following his departure from the property. There had been no proposals for payment forthcoming from the Respondent. Mr Johnstone further advised that the Applicant sought an award of interest at the rate of eight per cent per annum to take into account recent inflation.

Findings in Fact and Law

- 6 The parties entered into a Tenancy Agreement dated 29 November 2019.
- 7 In terms of Clause 7 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £350 per calendar month.
- 8 The tenancy terminated on 31 January 2022.
- 9 As at the date of termination, rent arrears in the sum of £700 were outstanding.
- 10 Following the termination of the tenancy the Applicant incurred costs amounting to £825 as a result of the Respondent's failure to comply with his obligations under the said Tenancy Agreement. In particular the Applicant required to carry out internal redecoration, cleaning, removal of rubbish and replacement of the letter box and door handles.

- 11 The tenancy deposit in the sum of £350 was repaid to the Applicant.
- 12 The Respondent is therefore liable to pay the sum of £1225 to the Applicant.
- 13 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.

Reasons for Decision

- 14 The Tribunal was satisfied that it could make a determination of the application at the Case Management Discussion and that to do so would not be detrimental to the parties. The Respondent had received proper notification of the application paperwork and had not taken the opportunity to participate in the proceedings.
- 15 Based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the sum of £1225. The Tribunal accepted the evidence of the Applicant that the Respondent had a contractual obligation to make payment of rent at the rate of £350 per month and had failed to obtemper this. The Tribunal was further satisfied that the Applicant had incurred costs in restoring the property following the Respondent's departure, which the Respondent was liable for under the terms of the tenancy agreement between the parties. There was nothing before the Tribunal to contradict the position put forward by the Applicant.
- 16 The Tribunal therefore made an order for payment against the Respondent in the sum of £1225. Taking into account recent inflationary increases, the Tribunal was further satisfied that it would be reasonable to make an award of interest at the rate of eight per cent per annum from the date of decision until payment.

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.

Ruth O'Hare

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8 August 2022

Legal Member: Ruth O'Hare

Date