



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 (1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/22/1052

Re: Property at 8c Ferguslie Main Road, Paisley, PA1 2QR (“the Property”)

Parties:

Mrs Moira Lang, 34 Riccarton Avenue, Paisley, PA2 6BG (“the Applicant”)

Mrs Tracy Smith, 17 Swallow Drive, Johnstone, PA5 0SS (“the Respondent”)

Tribunal Members:

Petra Hennig-McFatrige (Legal Member) and Elaine Munroe (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order for the amount of £676.69 by the Respondent to the Applicant together with interest at the rate of 6% per annum from the date of the decision on 17 February 2023 until payment should be granted.

0A Background

This is an application for payment of outstanding rent and cost for reinstatement of the property lodged with the Tribunal on 11.4.22 in terms of S 71 (1) of the Private Housing (Tenancies) (Scotland) Act 2016 (the 2016 Act) and Rule 111 of the Procedure Rules.

The Applicant had lodged the following documents in evidence:

- a) Private Residential Tenancy Agreement (PRT) for the property commencing 14.2.20
- b) inventory Schedule for Property 14.2.20 and 30.1.22
- c) letter to Respondent 15.2.22
- d) redacted bank statements

- e) 7 emails dated 10.4.22 with photographs showing state of property and cleaning in process
- f) rent statement to 30.1.22
- g) spreadsheet itemising items claimed with productions of invoices marked 1-6
- h) email 10.6.22 explaining basis of the calculations
- i) email 21.6.22 detailing time worked and further photographs
- j) email 28.7.22 with representations regarding the Respondent's letter

The application was accepted on 26.5.22 and a Case Management Discussion (CMD) was scheduled for 2.8.22. The Respondent was notified of the application and the CMD date and manner of joining through service by Sheriff Officers.

The following documents were received from the Respondent:

- a) letter received 28.7.22 including postponement request
- b) photographs included in letter showing various aspects of the property during and at the end of tenancy.

The first CMD was postponed on the request of the Respondent and a new CMD date fixed for 5.10.22. Directions were issued to the parties. The CMD note and Directions of 5.10.2022 are referred to for their terms.

On 1.11.2022 the Applicant provided a list of witnesses, a cover letter with a request to amend the sum, an updated calculation of the sum as per the amendment request and an 83 pages numbered bundle of documents and photographs. This is referred to for its terms and held to be incorporated herein.

The first hearing for the case was scheduled for 30.11.2022. Due to an administrative problem regarding the bundle sent by the Respondent not having been attached to the Case Management System for the case, the hearing could not proceed on that day. The hearing was converted to a CMD and Directions were issued. The CMD note and Directions of 30.11.2022 are referred to for their terms.

On 20.12.2022 the Applicant provided a further document with items A -G as requested in the Directions, setting out the basis of the calculation of replacement costs for the items he states were removed without consent. This is referred to for its terms and held to be incorporated herein.

On 15.2.2023 the Tribunal received a letter from the Respondent stating she was willing to pay the sum asked for by the Applicant and would not join the hearing now fixed for 17 February 2023.

B The Hearing

The Hearing was held on 17.2.2023 at 10 am by teleconference. Only Mr David Lang took part. He moved the application as amended, confirming that the most recent document was the basis for the calculation on the items that were missing and he had rounded down all of the prices shown in that list. The final amount claimed was, as previously discussed, £676.69.

C Findings in Fact

Based on the documents submitted and the information provided at the CMD in the case the Tribunal is satisfied that the following facts have been evidenced:

1. The parties were landlord and tenant of a Private Residential Tenancy over the property which commenced on 14.2.2020 and ended on 22.1.22.
2. The monthly rent for the property was £510 per calendar month in advance (clause 8)
3. At the end of the tenancy rent arrears of £512.81 had accumulated.
4. The full deposit of £510 was released to the Applicants and allocated to the arrears, leaving rent arrears of £2.81 outstanding at the date of the CMD.
5. Clause 37 of the tenancy agreement allows charging of interest on outstanding balances at the rate of 6% per annum.
6. Interest for the rent arrears accrued to 30.11.2022 was £50.90.
7. Clause 37 of the tenancy agreement allows charging by the landlord of £15 per hour for cleaning and repair work for items which were left in a worst state than when the tenant moved in and reimbursement of materials.
8. Cleaning, reinstatement and replacement costs of £622.98 arose at the end of the tenancy as set out in the spreadsheet lodged by the Applicant on 1 November 2022, setting out the individual cleaning items, hours spent and replacement costs for items broken or missing at the tenancy end.

D: Reasons for Decision:

1. The documents lodged are referred to for their terms and held to be incorporated herein. The Tribunal makes the decision on the basis of the documents lodged by the Applicant and, the Respondent and the information given at hearing by Mr Lang.
2. As per the letter from the Respondent received on 15.2.2023 the application is no longer opposed.
3. The Applicant had provided calculations for all items claimed and was entitled to claim these sums in terms of clauses 17, 25 and 37 of the tenancy agreement, which includes a provision for an hourly chargeable rate for work undertaken by the landlord with regard to cleaning etc at £15 per hour and the provision for reimbursement for the necessary cleaning materials. As the application was no longer opposed the Tribunal accepted that the amounts stated in the spreadsheet regarding time spent to reinstate and clean the property, the materials spent and the replacement amounts stated for individual damaged or removed items were correct and reasonable, allowing where appropriate for reasonable wear and tear. The calculations could be explained in detail by Mr Lang and set out clearly the work undertaken, the materials used and the basis for the replacement calculation. The total amount claimed in terms of clauses 17, 25 and 37 amounts to £622.69.

4. The claim further includes the residual rent arrears sum of £2.81, which had been explicitly accepted by the Respondent.

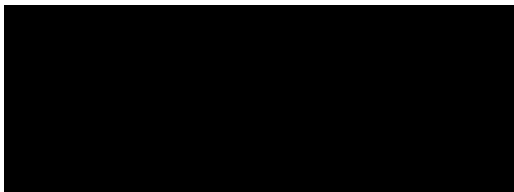
5. The Applicant was entitled to contractual interest, which had been calculated for the rent arrears by the Applicant at £50.90 and had been accepted by the Respondent as outstanding on 30.11.2022. The Applicant had included a request for interest in the application. He had not provided a specific updated calculation of the contractual interest to the date of the hearing. Accordingly the Tribunal awards interest in terms of rule 41 A of the Rules of Procedure at the rate of 6% per annum, the contractual interest rate, from the date of the decision.

Decision:

The Tribunal grants the order for payment of the amount of £676.69 by the Respondent to the Applicant together with interest at the rate of 6% per annum from the date of the decision on 17 February 2023.

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/Chair

17.2.2023

_____ **Date**