



**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/22/1117**

**Re: Property at FLAT 7 185 QUARRY COURT, QUARRY STREET, HAMILTON, ML3 6QR (“the Property”)**

**Parties:**

**MR MARK PATERSON, 7 BURNBRAE STREET, LARKHALL, ML9 1BY (“the Applicant”)**

**MS ANNEMARIE MCCORMACK, UNKNOWN, UNKNOWN (“the Respondent”)**

**Tribunal Members:**

**Alastair Houston (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of £5666.74 be made in favour of the Applicant.**

**1. Background**

- 1.1 This is an application under Rule 111 of the Chamber Rules. The Applicant was seeking an order for payment for sums due to him in respect of unpaid rent and costs incurred by him to in respect of clearing, cleaning and repairing the property following the end of the tenancy between the parties.
- 1.2 The application was accompanied by copies of the written Private Residential Tenancy agreement between the parties, a rent statement including all sums due and photographs of the property. No written representations or material had been lodged by the Respondent.

## **2. The Case Management Discussion**

- 2.1 The Case Management Discussion took place on 15 September 2022 by teleconference. The Applicant attended personally and was accompanied by Mr Barry Munro, letting agent, who acted as his representative. The Respondent was neither present nor represented.
- 2.2 The Tribunal noted that service of the application and notice of the Case Management Discussion had been carried out by way of advertisement. A valid certificate of service had been provided by the Tribunal Clerk. The Applicant confirmed that he wished to proceed in the Respondent's absence and the Tribunal did so, as permitted by Rule 29 of the Chamber Rules.
- 2.3 Mr Munro confirmed that the sums sought in respect of unpaid rent were as reflected in the rent statement accompanying the application. The Respondent had vacated the property on 18 October 2021 and rent for that month had been charged on pro rata basis. The total sum sought in respect of unpaid rent was £3866.84.
- 2.4 The sum of £1800.00 was sought in respect of costs incurred to remove rubbish from the property, clean it and carry out repairs. The Applicant advised that he could not locate the invoice for this cost. Mr Munro advised that contractors had been employed to carry out this work. A firm by the name of Green Cleaning had been used and paid in cash. He had attempted to contact them to obtain a further copy of the invoice but had been unable to do so. They had been paid in cash. The work had taken up to three days and had included removing all the rubbish and belongings left by the Respondent, removing the cooker and laminate flooring which had been damaged and repairing a hole in the ceiling of the bathroom.
- 2.5 The photographs accompanying the application were taken immediately after the Respondent vacated the property. They showed the extent of the rubbish and belongings left within the property as well as the damage to the bathroom ceiling. The Tribunal advised that it considered no hearing was necessary in respect of the application and that a payment order for the sum sought by the Applicant would be made.

## **3. Reasons For Decision**

- 3.1 Section 8 of the written tenancy agreement required the Respondent to make payment of rent of £395.00 per calendar month. The rent statement detailed rent amounting to £3866.84 which had gone unpaid throughout the tenancy.
- 3.2 Section 18 of the written tenancy agreement, at page 14, stated the following:-

*The Tenant will be liable for the cost of repairs where the need for them is attributable to his or her fault or negligence, that of any person residing with him or her, or any guest of his or hers.*

In addition, section 17 of the written tenancy agreement imposed an obligation upon the Respondent to take reasonable care of the property and, in particular, to:-

*ensure the Let Property and its fixtures and fittings are kept clean during the tenancy;*

Whilst the Applicant had not been able to provide an invoice for the costs incurred to Green Cleaning, it was clear from the photographs accompanying the application that the Respondent was in breach of the aforementioned obligations. A considerable volume of rubbish and belongings were left within the property. Significant damage was visible to the bathroom ceiling.

- 3.3 Given the condition of the property as it was shown in the photographs, the Tribunal was prepared to accept that cost would have been incurred as was described by the Applicant. The written tenancy agreement permitted recovery of this from the Respondent. In the absence of any representations on the part of the Respondent as to why the sum should not be due, the Tribunal made an order for payment as was sought by the Applicant.

## **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.**

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**Legal Member/Chair**

15 September 2022

**Date**