



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/22/2097

Re: Property at Apartment 2/3, 82 Templeton Street, Glasgow, G40 1EE (“the Property”)

Parties:

Mr Mark McFadyen, 1/1 1 Templeton Court, Glasgow, G40 1EF (“the Applicant”)

Mr Sean Rowan, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Ms H Forbes (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 should be granted in favour of the Applicant in the sum of £1554.

Background

1. By application received in the period between 29th June and 27th August 2022 and made under Rule 111 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, as amended (“the Rules”), the Applicant applied for an order for payment in the sum of £1544 in respect of unpaid rent and a replacement mattress. The Applicant’s representative lodged a rent statement, mattress receipt, landlord reference, communication between the letting agent and the Respondent, and a private residential tenancy agreement that commenced on 15th January 2022.
2. An attempt at notification of the application and the forthcoming Case Management Discussion upon the Respondent by Sheriff Officer on or around 15th November 2022 was unsuccessful.
3. Service upon the Respondent was carried out by advertisement which appeared on the website of the First-tier Tribunal for Scotland Housing and Property Chamber from 7th February to 13th March 2023.

The Case Management Discussion

4. A Case Management Discussion (“CMD”) took place by telephone conference on 13th March 2023. The Applicant was not initially in attendance, but joined the call thereafter. The Respondent was not in attendance.
5. The Tribunal considered the terms of Rule 29. The Tribunal determined that the requirements of Rule 17(2) had been satisfied, and it was appropriate to proceed with the application in the absence of the Respondent
6. The Applicant moved the Tribunal to grant an order in the sum sought. The tenancy commenced on 15th January 2022 and ended on 6th June 2022. The Respondent accrued rent arrears in the sum of £1305 during the tenancy.
7. The Applicant said the mattress in the Property at the start of the tenancy was around six months old and in good repair. At the end of the tenancy, the mattress was so heavily stained, it had to be replaced at a cost of £249. This was a breach of clause 25 of the tenancy agreement. The Property was left in a terrible state and it took around three days to clean it.

Findings in Fact and Law

8.
 - (i) Parties entered into a private residential tenancy that commenced on 15th January 2022 and ended on 6th June 2022, with rent due in the sum of £775 per month.
 - (ii) Rent lawfully due in terms of the tenancy agreement has not been paid by the Respondent.
 - (iii) The Applicant is entitled to recover rent lawfully due.
 - (iv) The Respondent caused damage to a mattress.
 - (v) The Respondent failed to replace the mattress as required in terms of the tenancy agreement between the parties.
 - (vi) The Applicant is entitled to be recompensed for the replacement mattress.

Reasons for Decision

9. The Respondent has failed to make payment of rent lawfully due. The Applicant is entitled to recover rent lawfully due in terms of the tenancy agreement between the parties.

10. The Respondent has breached clause 25 of the tenancy agreement between the parties by failing to replace the damaged mattress. The Applicant is entitled to be recompensed for the replacement mattress.

Decision

11. An order for payment is granted in favour of the Applicant in the sum of £1554.

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.

H Forbes

Legal Member/Chair

13th March 2023
Date