



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/22/2325

Re: Property at 11 King Street, Stonehaven, AB39 2JS (“the Property”)

Parties:

Mr Kevin Coppard, 7 Laver Way, Ripon, North Yorkshire, HG4 2DU (“the Applicant”)

Mr Paul Igesund, Unknown, Unknown (“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 Six thousand seven hundred and thirty seven pounds and fifteen pence (£6737.15) against the Respondent together with interest at 8% per annum from the date of this decision until payment

Background

1 By application to the Tribunal, the Applicant sought an order for payment in the sum of £6737.15 in unpaid rent and damages against the Respondent together with interest from the date of decision until payment. In support of the application the Applicant provided:-

- (i) Private Residential Tenancy Agreement between the parties;
- (ii) Rent Statement;
- (iii) Copy invoices;

- (iv) Copy correspondence from the Applicant's solicitor to the Respondent.
- 2 The Applicant also provided a trace report confirming efforts made to obtain a forwarding address for the Respondent which had proved unsuccessful. The Applicant therefore sought service of the application paperwork by advertisement on the Tribunal website.
- 3 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 19 October 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 served on the Respondent by advertisement on the Tribunal website between 1 September 2022 and 19 October 2022.

Case Management Discussion

- 4 The Case Management Discussion took place on 19 October 2022. The Applicant was represented by Mr Calvin Gordon, Solicitor. The Respondent was not in attendance. The Tribunal noted that he had been served with the application paperwork together with the date and time of the Case Management Discussion and therefore determined to proceed in his absence.
- 5 Mr Gordon addressed the Tribunal on behalf of the Applicant. He referred to the rent statement as evidence for the unpaid rent. He then outlined the damages element of the claim. The Applicant had required to carry out work due to damage which went beyond fair wear and tear in order to restore the property to the standard it was in when it was let. There had been electrical work required due to sockets and lamps having been pulled off the wall and a new electrical installation condition report had been required, albeit it was not yet due. The property also required to be redecorated. Mr Gordon confirmed that the property had been fully redecorated prior to being let to the Respondent. There was smoke damage to the ceilings and walls, and a suggestion that the Respondent may have been using a camping stove in the property. Mr Gordon further advised that there had been a fire lit in the living room which had damaged the carpet. Several of the carpets had also been lifted and there was stuff spilt on them. They were ruined and all required to be replaced.
- 6 Mr Gordon advised that the property had been managed by a letting agent who had known the Respondent and the Applicant had therefore agreed to discount the rent for him. It was not the full market rent. There had been a suggestion that the Respondent would carry out some work to the property but that had not transpired. He was a painter decorator to trade.

- 7 Mr Gordon confirmed the Applicant's understanding that the Respondent had originally occupied the property with his partner, their baby and a dog. Things seem to deteriorate after she moved out. At one point a neighbour reported that there were between ten and twelve people coming in and out of the property. The Applicant had wanted to try and have some dialogue with the Respondent to see if the matter could be resolved, but the Respondent had disappeared leaving no forward address.
- 8 Mr Gordon confirm that the Applicant sought payment of the sum sought together with interest at the rate of 8% per annum, which aligned with the previous judicial rate.

Findings in Fact and Law

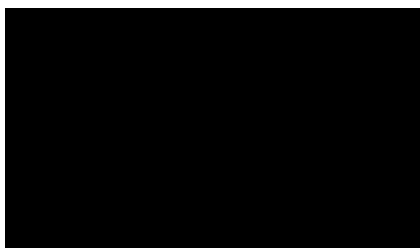
- 9 The parties entered into a Private Residential Tenancy Agreement which commenced on 26 March 2021 and terminated on 24th February 2022.
- 10 In terms of Clause 8 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £500 per calendar month.
- 11 In terms of Clause 17 and 18 of the said Tenancy Agreement the Respondent undertook to take care of the property and to be liable for the cost of repairs due to the fault or negligence of the Respondent, any person residing with him or any guest.
- 12 As at the date of termination of the tenancy arrears of rent in the sum of £3493.15 were outstanding.
- 13 Following the termination of the tenancy the Applicant incurred costs in the sum of £3244 as a result of having to restore the property to a reasonable condition due to the Respondent's fault or negligence. In particular the Applicant required to carry out electrical works, replace floor coverings and redecorate.
- 14 The damage caused to the property by the Respondent went beyond fair wear and tear.
- 15 The Respondent is liable for the costs incurred by the Applicant under Clauses 17 and 18 of the said tenancy agreement.
- 16 The Respondent is therefore liable to pay the sum of £6737.15 to the Applicant.
- 17 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.

Reasons for Decision

- 18 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.
- 19 Based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the sum of £6737.15. The Tribunal accepted the evidence of the Applicant that the Respondent had a contractual obligation to make payment of rent at the rate of £500 per month and had failed to obtemper this. The Tribunal also accepted that the Respondent had a contractual obligation to take care of the property and had failed to do so, resulting in the Applicant incurring costs in order to restore the property to a reasonable standard. There was nothing before the Tribunal to contradict the position put forward by the Applicant.
- 20 The Tribunal therefore made an order for payment against the Respondent in the sum of £6737.15 together with interest at the rate of 8% per annum from the date of decision until payment. The decision of the Tribunal was unanimous.

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

20/10/2022

Date