



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/PR/22/4389

Re: Property at 56c Woodlea Grove, Glenrothes, KY7 4AE (“the Property”)

Parties:

**Mr Stuart Massie, residing at 35 Balgove Road, Gauldry, Newport-on-Tay, DD6
8SH (“the Applicant”)**

And

**Mr Colin Kinnes, who resided previously at 56C Woodlea Grove, Glenrothes,
and whose current address is unknown (“the Respondent”)**

Tribunal Member:

Andrew Cowan (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the sum of £800.00 was lawfully due by the
Respondent and granted an order for payment of that sum by the Respondent
to the Applicant.**

Background

1. By an application dated 3rd December 2022 (“the Application”), the Applicant sought an order for payment of £1210 from the Respondent in respect of rent arrears and costs incurred by the Applicant in connection with repairing the Property at the termination of a tenancy agreement between the parties.
2. A Case Management Discussion (“CMD”) took place by teleconference on 8th September 2023. The Applicant joined the conference call.

3. The Respondent did not join the CMD call. The Respondent has not made any written representations to the Tribunal in advance of the CMD. The current address of the Respondent is unknown. Details of the CMD hearing were provided in an advertisement which appeared on the "Service by Advertisement" page of the website of the First Tier Tribunal for Scotland Housing and Property Chamber. The Tribunal was satisfied that the requirements of rule 6A of the First-Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Procedure Rules") had been duly complied with and proceeded with the application in accordance with rule 29 of those Procedure Rules.
4. At the CMD the Tribunal was able to consider:
 - a. The terms of the tenancy agreement between the parties.
 - b. A Statement of rent and arrears had been lodged with the Application showing total rent arrears due by the Respondent at 2nd August 2022 in the sum of £1100.
 - c. Copy "check in" inventory and schedule of condition of the Property dated 28th July 2023
 - d. Copy "check out" inventory and schedule of condition of the Property dated 5th August 2023
 - e. Copy invoice issued by the Applicant in respect of works carried out by the Applicant to repair and clean the Property at the termination of the tenancy.

Further Information:

5. The tenancy agreement between the parties had terminated on or around 31st July 2022.
6. The Applicant explained that, as at the date of the termination of the tenancy, the Tenant had accrued rent arrears of £1100. The Applicant had applied the tenancy deposit of £550 to the rent arrears. Accordingly, the total amount of rent arrears which remained due by the Respondent to the Applicant is £550.
7. The Applicant explained that the Respondent had accepted the Property as being in good and clean tenable order. In terms of clause 44 of the Tenancy Agreement, the Respondent had an obligation to leave the Property in a good and clean condition and to pay for any cleaning that may be required to reinstate the Property to the same order that it was provided at the beginning of the Tenancy. At the termination of the tenancy the Respondent had failed to clean the Property or to meet his obligations in terms of clause 44 of the Tenancy Agreement. The Applicant was required to carry out cleaning to the Property. He required to dispose of many items which had been left by the Respondent in the property. He had required to repaint the walls of the Property as they were badly marked beyond fair wear and tear. He required to clean all the carpets in the Property.
8. The Applicant had carried out the clean and repair work himself.
9. In relation to the painting of the property the Applicant sought an order for the cost of the Paint and his own time at £15 per hour. The Landlord accepted that part of this work was attributable to fair wear and tear incurred during the term

of the Tenancy. In the circumstances the Applicant sought an order for one third of his total costs incurred in repainting the walls of the Property in the sum of £120.

10. In relation to cleaning the property the Applicant sought an order for a total of £340 which included the cost of cleaning the carpets, disposing of items left in the Property by the Respondent and the cost of the Applicant's time at £15 per hour.

Findings in fact, and in fact and law

11. The Applicant let the Property to the Respondent in terms of a written tenancy agreement which commenced on or around 2nd August 2021. The monthly rent due in terms of the tenancy agreement between the parties was £550.00.
12. The Respondent has accrued arrears of rent under the terms of the tenancy agreement in relation to the property in the sum of £1100 as of 2nd August 2022.
13. The Applicant has applied the deposit paid in terms of the Tenancy Agreement in the sum of £550 to the accrued rent arrears.
14. As at the date of the CMD the sum of £550 remains due and owing by the Respondent to the Applicant in respect of arrears of rent incurred by the Respondent in respect of his occupancy of the property.
15. The tenancy agreement between the Parties terminated on or around 31st July 2023. At the date of termination of the Tenancy Agreement the Respondent had failed to meet his obligation to clean the Property and to reinstate the Property to the same order that it was provided at the beginning of the Tenancy.
16. The Applicant required to carry out works to return the Property to a good and tenantable condition following the termination of the tenancy between the Parties at a reasonable cost to the Applicant in the sum of £250.
17. The Respondent is due to pay the Applicant the total sum of £800 (being £550 rent arrears and £250 towards the cost of cleaning and repairing the Property).

Reasons for decision

18. The Tribunal was satisfied on the evidence of the Applicant that the sum of £550 remained due by the Respondent in respect of rent arrears accrued by the Respondent during the period of the Tenancy Agreement between the Parties.
19. The Tribunal was satisfied on the evidence of the Applicant that the Applicant had incurred costs in cleaning and carrying out other works to the Property so that it was returned to a clean and tenantable condition following the termination of the Respondent's tenancy agreement. The Applicant sought a payment order in the sum of £460 under this part of his claim. Having considered the evidence

the Tribunal was satisfied that the sum of £250 was reasonably due to the Applicant under this head of his claim.

Decision

20. The Tribunal accordingly granted an order for payment by the Respondent to the Applicant in the sum of £800.

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.

Andrew Cowan

Andrew Cowan

Legal Member/Chair

8th September 2023

Date