



**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/CV/23/1543

**Re: Property at 21 Hayfield Terrace, Head of Muir, Denny, FK6 5LA (“the
Property”)**

Parties:

**Mr Dharendra Haribhai Solanki, Mrs Judith Dubois Mackay-Solanki, 50 Laxdale
Drive, Denny, FK6 5PR (“the Applicant”)**

**Mr Gary Clark, Mrs Natalie Clark, 4 Crathie Drive, Denny, FK6 6HN (“the
Respondent”)**

Tribunal Members:

Richard Mill (Legal Member)

Decision (in absence of the Respondents)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order be granted against the Respondents for
payment to the Applicants the sum of Eight Thousand Five Hundred and
Twenty Seven Pounds and Forty Nine Pence (£8,527.49); with interest thereon
at the rate of 4% per annum until payment**

Introduction

1. This application is under rule 70 and section 16 of the Housing (Scotland) Act 2014. The application seeks recovery of rent arrears and other sums incurred by the applicants.
2. Intimation of the application and Case Management Discussion (CMD) is certified to have been made upon the respondents by sheriff officers on 29 June 2023.

3. The CMD took place on 2 August 2023 at 2.00 pm. The applicants were represented by Miss Nicola Brechany of Messrs T C Young Solicitors. The respondents failed to participate in the hearing. There was no known barrier to them doing so.

Findings and Reasons

4. The tribunal attached weight to the entirety of the documentary evidence which is not the subject of challenge. This was found to be both credible and reliable.
5. The property is 21 Hayfield Terrace, Head of Muir, Denny FK6 5LA. The applicants are Mr Dharendra Haribhai Solanki and Mrs Judith Dubois Mackay-Solanki who are the heritable proprietors and registered landlords of the property. The respondents are Mr Gary Clark and Mrs Natalie Clark who are the former tenants.
6. The parties entered into a short assured tenancy which commenced on 21 June 2012. The tenancy ended on 7 December 2022.
7. During the subsistence of the tenancy, the respondents fell into rent arrears. The contracted rent was one of £700 per calendar month. As at the date that the respondents left the property, the arrears outstanding amounted to £4,984.72. The application is accompanied by a detailed rent statement which evidences that rent arrears claimed. The applicants are entitled to seek recovery of the arrears of rent lawfully due under and in terms of the lease.
8. The applicants also seek to recover costs incurred with necessary repairs and renewals as at the end of the lease. In terms of clause 2.1 the respondents undertook to maintain the interior of the property in good condition and repair and leave the property in good condition and repair. In terms of clause 2.3 the respondents undertook to keep the contents clean and in good condition and in good working order, and to pay the replacement of any repair or any contents which may be broken, damaged or lost. Further, in terms of clause 2.6 the respondents undertook to pay for reinstating any damage or defects to the property caused by them or any actions of a third party. Further at clause 7 the respondents undertook not to remove any of the contents or fixtures or fittings from the property.
9. As at the end of the tenancy, the property was left in a poor condition. Carpets were required to be removed and reinstated, radiators required to be replaced and repaired, the oven required to be replaced, doors required to be replaced and other joinery work undertaken.

10. Several invoices have been produced which evidence the expense incurred by the applicants and which they are entitled to recover. Photographic evidence supports the costs incurred. Joinery labour costs amounted to £275. The carpets within the lounge and in the three bedrooms required to be replaced due to burns, mould, nail varnish, silly putty, paint, oil and other filth. The carpets costs £1,200.01. The applicants required to replace and fit a new fan oven and internal hardwood door totalling £307.76. Radiators required renovating and replacing as well as other work undertaken by a plumbing and heating contractor at a total cost of £1,090.
11. In terms of clause 2.4 the respondents undertook a responsibility to maintain any gardens in a neat and tidy condition. Works were required to reinstate the garden to a reasonable standard. Further, in terms of clause 1.14 the respondents undertook to make payment for the cost in disposing of any personal items left in the property following them moving out. The applicants required to make payment for removal of the respondents property that was left, disposal of general waste, garden waste and rubbish strewn over the garden. The cost of these works amounted to £540 evidenced in terms of an invoice. The applicants also required to supply and fit new cables to the up and over garage door at a cost of £130 evidenced in terms of an invoice.
12. The total sum which falls to be recovered by the applicants is £8,527.49 comprising all of the charges as set out above. Some other additional heads of claim were not insisted upon by the applicant's representative.
13. In the application the applicants also seek interest. The applicant's representative agreed that this should be applied at a rate of 4% per annum which is a fair and appropriate rate of interest to be imposed.

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.

Richard Mill

2 August 2023

Legal Member/Chair

Date