



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017

Chamber Ref: FTS/HPC/CV/21/1117

Re: Property at 8 Back Wynd, Queen Street, Forfar, Angus, DD8 3AQ (“the Property”)

Parties:

Ms Fiona Sharpe, 16 North Latch Road, Brechin, Angus, DD9 6LF (“the Applicant”)

Mr Gary Moore, formerly at 8 back Wynd, Queen Street, Forfar, DD8 3AQ and whose current whereabouts are unknown (“the Respondent”)

Tribunal Members:

Fiona Watson (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicant(s):

Sum of TWO THOUSAND TWO HUNDRED AND SIXTY-THREE POUNDS (£2,263) STERLING

- Background
- 1. An application dated 11 May 2021 was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order against the Respondent in relation to rent arrears accrued under a private residential tenancy agreement, as well as clearing, cleaning and lock change costs.

- The Case Management Discussion
2. A Case Management Discussion (“CMD”) took place on 12 August 2021 by tele-conference. The Applicant was personally present. There was no appearance by or on behalf of the Respondent. Due to the Respondent’s current whereabouts being unknown, the application had been served by way of website advertisement between 8 July 2021 and 12 August 2021. The Tribunal was accordingly satisfied that the CMD could proceed in the Respondent’s absence.
 3. The Applicant moved for the order for payment to be granted in the sum of £2,263. The parties had entered into a Private Residential Tenancy Agreement which commenced on 24 January 2020 and which ended on 25 April 2021. The Respondent had failed to make payment of rent and at termination of the tenancy the rent arrears amounted to £2475. The tenancy deposit was held in a tenancy deposit scheme and had been returned to the Applicant following the termination of the tenancy, reducing the arrears sought to £1980. Following the Respondent’s departure from the property, the Applicant required to hire a clearance company due to the items and rubbish left in the property at a cost of £85. Further, the property required to be cleaned as it was left in a dirty condition, at a cost of £120. The Respondent failed to return all keys and accordingly a lock change was required at a cost of £108. A rent statement and invoices for these costs were lodged with the application. The total sum due was £2263

- Findings in Fact

The Tribunal made the following findings in fact:

1. The parties entered into a Private Residential Tenancy Agreement (“the Agreement”) which commenced 24 January 2020;
2. In terms of Clause 8 of the Agreement, the Respondent was obliged to pay a monthly rent of £495 to the Applicant;
3. The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £1980;
4. In terms of Clause 17 of the Agreement, the Respondent was obliged to ensure the Property was kept clean;
5. In terms of Clause 24 of the Agreement the Respondent was obliged to remove all property, leave the property in a clean and tidy condition and in good decorative order, and to submit all keys in their possession to the landlord, all before moving out of the Property.

- Reasons for Decision

The Tribunal was satisfied that the Applicant was entitled to the sum as sought. The Respondent was obliged to make payment of rent in the sum of £495 per month under Clause 8 of the Agreement and had failed to do so. He had accrued arrears amounting to £1,980 and which fell lawfully due to be repaid to the

Applicant. Further the Respondent was in breach of clauses 17 and 24 of the Agreement, resulting in costs to the landlord of £283 which fell due to be repaid.

- Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent(s) for payment of the undernoted sum to the Applicant(s):

Sum of TWO THOUSAND TWO HUNDRED AND SIXTY-THREE POUNDS (£2,263) STERLING

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.

Fiona Watson

Legal Member/Chair

Date: 12 August 2021