

Housing and Property Chamber
First-tier Tribunal for Scotland



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 (1) the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/21/1937

Re: Property at 8 Lee Crescent, Aberdeen, AB22 8FJ (“the Property”)

Parties:

Mr Anthony Etineh, 1/2, 23 Milovaig Street, Glasgow, G23 5JA (“the Applicant”)

Mr Alessandro Gusmao De Araujo, Flat 1, 86 Shirland Road, London, W9 2EQ (“the Respondent”)

Tribunal Members:

Andrew McLaughlin (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that:

Background

The Applicant seeks a Payment Order in the sum of £1,396.85 in respect of unpaid rent and repairing costs required at the Property for which it is said the Respondent is liable.

The Case Management Discussion

The Application called for a Case Management Discussion by conference call at 2 pm on 10 November 2021. The Applicant was personally present on the phone call. There was no appearance by or on behalf of the Respondent. The Application and information about how to join the conference call had been served on the Respondent by process

servers on 7 October 2021. The papers had been served at an address which the Respondent had himself provided the Applicant with as a forwarding Address. In light of this the Tribunal decided to proceed in the absence of the Respondent.

The Applicant spoke to the Application and was questioned closely by the Tribunal. The Applicant spoke to a rent statement that had been lodged with the Application that confirmed outstanding rent arrears of £541.85. The Applicant also produced a comprehensive check-out report carried out at the end of the tenancy which listed various items and parts of the Property that were damaged or required to be cleaned, remedied or replaced. The Applicant also attached various quotes for the costs of making good the damage referred to in the check-out report.

The Applicant had retained in full the deposit paid by the Applicant at the start of the tenancy in the sum of £800.00. The Respondent did not participate in the adjudication process in respect of that deposit.

The Applicant advised that there was however still a shortfall to be accounted for in the amount of the sum claimed. This was principally attributable to rent arrears and the costs to replace a damaged back door which the check-out report stated needed to be replaced. There was a quote for replacing this door for £1,913.00.

Findings in Fact

Having heard from the Applicant, the Tribunal made the following findings in fact.

- I. *The Applicant and the Respondent entered into a tenancy agreement in respect of the Property which commenced on 28 February 2020;*
- II. *The Applicant was the landlord and the Respondent was the tenant;*
- III. *The monthly contractual rent due was £725.00;*
- IV. *The Respondent fell into rent arrears and when he vacated the Property on or around 4 June 2021 he owed rent arrears of £541.85;*
- V. *The Respondent left the Property in a poor condition with many items needing replaced, remedied or cleaned;*
- VI. *The Applicant retained the Respondent's deposit of £800.00 in satisfaction of many of these costs but there is a short fall of £1,396.85 including rent arrears which is not covered by the deposit;*

- VII. *The Respondent is liable for a replacement back door to the Property which alone has been quoted at £1,913.00;*
- VIII. *Condition 18 of the tenancy between the parties confirms that: "The Tenant will be liable for the cost of repairs where the need for them is attributable to his or her fault or negligence, that of any person residing with him or her, or any guests of his or hers."*

Reasons for Decision

Having made the above findings in fact, the Tribunal determined that the Respondent is contractually liable to the Applicant for the sum claimed of £1,396.85 and therefore grants the Application and makes a Payment Order in that sum.

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.

A McLaughlin

10 November 2021

Legal Member/Chair

Date