

**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/23/0196

Re: Property at 46A Holland Street, Aberdeen, AB25 3UL (“the Property”)

Parties:

Mr Ketan Ashara, 16 Melrose Place, Kintore, Inverurie, AB51 0SY (“the Applicant”)

Mr James Campbell, 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 in the sum of Three thousand seven hundred and eighty two pounds and forty one pence (£3782.41) Sterling

Background

- 1 By application to the Tribunal dated the Applicant sought a payment order against the Respondent in respect of outstanding rent arrears. In support of the application the Applicant provided a copy of the tenancy agreement between the parties, rent statement, and written reminders from the Applicant’s representative to the Respondent.
- 2 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 7 June 2023 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 intimated to

the Respondent by advertisement on the Tribunal website on the basis that his current whereabouts were unknown.

- 3 The Applicant subsequently submitted a request to amend the application to introduce a new issue, namely a claim for damages following the termination of the tenancy. In support of the claim the Applicant provided vouching in the form of invoices and receipts. The Applicant subsequently provided confirmation that the request for amendment had been intimated to the Respondent via email.

Case Management Discussion

- 4 The Case Management Discussion took place by teleconference on 7 June 2023. The Applicant was represented by Mrs MacDonell. The Respondent was not in attendance. The Tribunal noted that service of the application paperwork had been carried out by way of advertisement on the Tribunal website and therefore determined to proceed in his absence.
- 5 Mrs MacDonell advised that the Respondent had accrued rent arrears in the sum of £2318.90. Following the termination of the tenancy the Applicant had incurred costs in terms of damages, more particularly in relation to the replacement of lightbulbs, replacement of oven and fridge, redecoration and cleaning. The Applicant had received the deposit back in the sum of £575, which the Respondent had not disputed. The Applicant therefore sought the sum of £3782.41.

Findings in Fact and Law

- 6 The parties entered into a Tenancy Agreement which commenced on 19 July 2022.
- 7 In terms of Clause 8 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £575 per calendar month.
- 8 As at the date of the Case Management Discussion rent arrears in the sum of £2,319.90 were outstanding.
- 9 In terms of Clause 11 of the said Tenancy Agreement the Respondent agreed to repay to the Applicant all sums and any reasonable costs incurred in respect of any cleaning and redecoration which may be required, but which the Respondent has failed to do, to ensure the property and contents are left in a good and tenantable order. Further, in terms of Clause 25 of the said Tenancy Agreement the Respondent agreed to repair or replace any of the contents destroyed, damaged, removed or lost during the tenancy, where this was caused willfully and negligently by the Respondent or anyone living with him, or an invited visitor.

- 10 The Applicant has incurred costs in the sum of £1463.51 in restoring the property to a good and tenantable condition, including redecoration, replacement of appliances and lightbulbs and cleaning.
- 11 The Respondent is liable for said costs under the terms of the Tenancy Agreement.
- 12 The Respondent is therefore due to pay the sum of £3782.41 to the Respondent.

Reasons for Decision

- 13 The Tribunal was satisfied at the Case Management Discussion that it had sufficient information upon which to make a decision and that to do so would not be prejudicial to the interests of the parties. There were no substantive facts in dispute therefore the Tribunal did not consider there to be any requirement to fix a hearing in the matter as there were no issues to be resolved that required the hearing of evidence.
- 14 The Tribunal was satisfied that the request for amendment to introduce new issues, namely the inclusion of the claim for damages, had been timeously intimated upon the Respondent by email on the 6 April 2023 and therefore allowed the amendment of the application on that basis. Thereafter there was nothing before the Tribunal to contradict the evidence put forward by the Applicant. Based on its findings in fact the Tribunal accepted that the Respondent was liable to pay the sum of £3782.41 and therefore made an order for payment 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.

R O'Hara

7 June 2023

Legal Member/Chair

Date

