



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 18 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/18/0751

Re: Property at 34 Portree Avenue, Dundee, DD5 3EQ (“the Property”)

Parties:

Mr Alistair Martin, 3 Godfrey Street, Dundee, DD5 2QZ (“the Applicant”)

Ms Carole Hay, 31 Forthill Drive, Dundee, DD5 3DY (“the Respondent”)

Tribunal Members:

Graham Harding (Legal Member)

Decision (in absence of the Respondent)

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

1. The Applicant applied to the Tribunal by application dated 26 March 2018.
2. The Applicant claimed that following the end of a tenancy the Respondent had caused damage to the property that had incurred the Applicant in costs for repair amounting to £2698.00 and that he had suffered further loss of rent amounting to £650.00 whilst repairs to the property were carried out.
3. By Notice of Acceptance of Application dated 10 April 2018 a legal member of the Tribunal with delegated powers accepted the application.
4. Intimation of the application was given to the Respondent by Sheriff Officers on 30 May 2018.
5. Following representations by the Applicant the Case Management Discussion fixed for 27 June 2018 was postponed and a fresh date assigned for 17 August 2018. Intimation was given by post to the Applicant and by Sheriff Officers to the Respondent’s representative Peter Kinghorn, Dundee North Law Centre, Dundee on 17 July 2018.

6. The Case Management Discussion took place at Dundee Carers Centre, 126 Seagate Dundee on 17 August 2018. It was attended by the Applicant. There was no appearance by the Respondent or her representative.
7. The Applicant advised the Tribunal that one of the patio doors in the property had a large crack in the internal glass rendering it unsafe. The glass could not be replaced and he was required to obtain a whole new unit at a cost of £1450.00. The Applicant confirmed he had not made a claim on his insurance for this as he had not known when the damage had occurred only that it must have been some time during the Respondent's occupation of the property.
8. The Applicant explained that the Respondent had without authority plumbed in a dishwasher and washing machine. These had not been plumbed in correctly and had leaked causing damage to the sink unit and the kitchen floor. As a result the sink had to be removed and the sink unit and flooring replaced. The cost for the plumber was £203.00. This included a charge for replacing a kitchen tap of £55.00. The Applicant did not know why the tap had been replaced.
9. The Applicant said he had incurred a further cost of £100.00 for removing the Respondent's dishwasher and washing machine.
10. The applicant said that he had incurred joiner's costs of £300.00 for work done in the kitchen of the property and for re-hanging a door.
11. The Applicant advised that he had incurred a further cost to a glazier of £50.00 for repairing a broken garage window.
12. The Applicant said that he had to replace a broken freezer door and tray at a cost of £30.00.
13. The Applicant said that he incurred additional cleaning costs of £130.00 and £75.00 for carpet cleaning.
14. The Applicant said he paid a heating engineer £40.00 to replace the front cover to the boiler.
15. The Applicant said he paid a builder £50.00 to refit the coping stones to a wall at the rear of the property.
16. The Applicant said he incurred decorator's costs of £120.00 for work in the kitchen and a further £150.00 for replacement floorcovering.
17. The Applicant also said that as a result of the time it took to obtain a replacement patio door and because it would not have been safe to re-let the property until the door was replaced the property lay empty for about two months. In the circumstances he felt that one month's rent in the sum of

£650.00 was reasonable compensation for the damage and inconvenience caused by the Respondent.

Findings in Fact

18. The Applicant incurred the costs claimed following the Respondent leaving the property.
19. The damage to the patio door and the kitchen sink unit and floor was more likely than not caused through the fault or negligence of the Respondent who had not reported the damage to the Applicant during her period of the tenancy.
20. The repairs necessary to the living room door, garage window and the replacement of damaged flooring went beyond what might be considered fair wear and tear.
21. The damage to the freezer door and tray, the boiler cover and the coping stones could properly be considered to be fair wear and tear.
22. There was no obvious need to replace the tap at the kitchen sink.
23. The Applicant incurred a cost of £100.00 to remove the Respondent's dishwasher and washing machine.
24. The applicant incurred additional cleaning costs of £205.00 for cleaning the property and removing stains from a bedroom carpet.
25. The Applicant lost rental income of £650.00 as a result of being unable to re-let the property for a period in excess of one month due the damage caused to the property whilst the Respondent was in occupation.

Reasons for Decision

26. The Applicant provided the Tribunal with vouching in respect of all the repairs and other costs incurred following the Respondent leaving the property.
27. The Respondent or her agent could have attended the Case Management Discussion to challenge the Applicant's submissions but chose not to do so.
28. The Applicant accepted that it would be appropriate to deduct the cost of the new kitchen tap and the cost of repairs to the freezer door and tray, the boiler cover, and the coping stones amounting in total to £175.00.
29. The Tribunal considered that in the absence of any opposition from the Respondent the Applicant had provided sufficient evidence to support the remainder of his claim and was therefore in the circumstances prepared to grant an order. The Tribunal accepted that it would have been inappropriate to have re-let the property before the patio door had been replaced as there

could have been a risk of injury to a new tenant. The Tribunal also accepted that it may not have been possible for the Applicant to claim the cost of the repair from his insurance.

Decision

30. The Tribunal grants an order for payment against the Respondent in the sum of £3173.00.

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.

Graham Harding

Legal Member/Chair



Date

17 August 2018