



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

**Chamber Ref: FTS/HPC/CV/23/1274**

**Re: Property at 44 Raploch Street, Larkhall, ML9 1AE (“the Property”)**

**Parties:**

**Scott Building Services Ltd, 4 Middleton Avenue, Strutherhill Industrial Estate, Larkhall, ML9 2TL (“the Applicant”)**

**Mr Ross Andrew Quinn, Unknown, Unknown (“the Respondent”)**

**Tribunal Members:**

**Martin McAllister (Legal Member)**

**Decision (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order of payment be made requiring the Respondent to pay the sum of THREE THOUSAND SIX HUNDRED AND FORTY EIGHT POUNDS 83 PENCE (£3,648.83) to the Applicant.**

**Background**

- 1. This is an application for an order for payment. It is dated 17 April 2023 and was accepted for determination on 12 May 2023.**
- 2. The Applicant and Respondent entered into a private residential tenancy for the Property on 24 May 2018.**

**The Case Management Discussion**

3. A case management discussion was held by teleconference on 5 September 2023. The Respondent was not present and the Applicant was represented by Ms Cheryl Young.

#### **Preliminary Matters**

4. The purpose of a case management discussion was explained by the legal member.
5. The tribunal noted that the address of the Respondent is unknown and that service had been effected by advertisement. The tribunal had a Certificate of Advertisement which confirmed that details of the case management discussion had been advertised in the Tribunal's website from 3 August 2023 to 4 September 2023.
6. Ms Young indicated that part of the claim is in respect of rent arrears and that, subsequent to submission of the application, the Applicant had received the sum of £375 in respect of return of the tenancy deposit. The rent statement submitted with the application showed arrears of rent amounting to £3,571.91 and Ms Young said that the rent statement has now been amended to reflect the repayment of the deposit and that the level of arrears is now £3,196.91. She said that the total sum claimed is now £3,648.83.
7. Ms Young said that there was no other evidence which she had to present and she saw no need for the matter to be continued to a Hearing.

#### **Summary of Discussion**

8. Ms Young referred to the application which set out the Applicant's case. She said that, on termination of the tenancy, there had been rent arrears and that the adjusted sum due is £3,196.91.
9. Ms Young said that the key had not been returned at the termination of the tenancy and that this had meant that the lock had to be changed. She referred the tribunal to the invoice for £60 from Scott Properties (UK) Ltd in respect of this work. She said that, in terms of paragraph 37m of the private residential tenancy agreement, the Respondent is liable for the reasonable cost of replacing keys and changing locks.
10. Ms Young said that the Respondent did not leave the Property in terms of the notice to leave and had to be evicted. She said that the Applicant sustained costs in instructing Sheriff Officers to carry through the necessary procedures. She referred the tribunal to the invoices from James S. Orr, Sheriff Officers, which she had submitted and which totalled £391.92. Ms Young said that the Applicant was entitled to recover these costs in terms of paragraph 37a of the private residential tenancy

agreement and that, in terms of the agreement, these were “reasonable legal costs and expenses.”

## **11. Findings in Fact**

- 11.1 The Applicant and Respondent were parties to a private residential tenancy in respect of the Property.**
- 11.2 On termination of the tenancy, after adjustment, there were rent arrears of £3196.91.**
- 11.3 The Respondent did not return the keys of the Property on termination of the tenancy and the Applicant incurred a cost of £60 to change the door lock of the Property.**
- 11.4 The Applicant incurred Sheriff Officers’ costs of £391.91 in connection with the eviction of the Respondent from the Property.**

## **Reasons and Decision**

- 12. The tribunal saw no reason to continue determination of the application to a Hearing.**
- 13. The tribunal noted the terms of the private residential tenancy agreement which obliged the Respondent to pay rent of £360 per month. It noted that there are rent arrears of £3196 and determined that it was reasonable that the Applicant be entitled to recover this sum.**
- 14. The private residential tenancy agreement also set out at paragraphs 37a and 37m that the Respondent would be liable for certain costs. Paragraph 37a stated that the Applicant would be entitled to recover reasonable legal costs and expenses. The Applicant required to instruct Sheriff Officers because the Respondent required to be evicted. Paragraph 37m set out that the Respondent would be liable for the cost of changing locks in the event that the keys to the Property were not returned at the termination of the tenancy.**
- 15. The tribunal considered it reasonable that the Applicant recover the sum of £391.92 for the Sheriff Officers’ expenses and the sum of £60 for the change of the lock.**

## **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.**

**Martin J. McAllister  
Legal Member  
5 September 2023**

**Martin McAllister**