



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

Chamber Ref: FTS/HPC/CV/20/1537

Re: Property at 118 Kelvin Way, Kilsyth, North Lanarkshire, G65 9UL (“the Property”)

Parties:

Mr Brian Young, 26 Rahto Drive, Cumbernauld, G68 0GB (“the Applicant”)

Ms Susanna Whitelock, 39 Smithstone Crescent, Croy, Kilsyth, Glasgow, G65 9HG (“the Respondent”)

Tribunal Members:

Yvonne McKenna (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment should be made in the sum of £2130 (two thousand one hundred and thirty pounds only)

Background

This is an application under Rule 111 and section 71(1) of the 2016 Act in relation to remedial work for damage caused by the Respondent to the Property, for cleaning required to the Property and for a failure on the part of the Respondent to dispose of refuse in an appropriate manner at the end of the tenancy.

The Tribunal had regard to the following documents:

1. Application dated 27th March 2020
2. Private Residential Tenancy Agreement (PRT) commencing
3. Sheriff Officer Certificate of Service of application and CMD notification dated 11th August 2020
4. Invoices for cleaning costs, maintenance and remedial works (6 in total)

5. Copy check-in Inventory

6. Photographs of damage and condition of the Property and garden area dated 9th December 2020.

The application referred to the PRT and various clauses thereof.

Clause 17 of the PRT states that the Respondent agreed to take reasonable care of the Property.

Clause 18 of the PRT states that the Respondent would be liable for the cost of repairs to the Property where the need for them is attributable to their fault or negligence.

Clause 25 of the PRT stipulates that the Respondent agreed to pay reasonable costs to replace or repair at the option of the landlord, any contents which were destroyed, damaged or removed or lost during the tenancy where it was caused wilfully or negligently by the Respondent.

Clause 28 of the PRT states that the Respondent agreed not to make any alteration of the Property or any internal or external decoration without the landlord's written consent.

Clause 32 of the PRT states that the Respondent agrees to dispose of all refuse in an appropriate manner.

At the date that the Applicant recovered possession of the Property on 9th December 2020 various remedial works and maintenance were required. The Applicant had lodged several invoices substantiating the loss incurred and photographs showing the damage as at the date the Property was recovered. Painting and varnishing throughout was required together with replacement of two curtain poles and broken blinds. The doors to the bedrooms and the bathrooms were replaced. The locking mechanisms on doors were replaced. Repairs were undertaken to radiators throughout. The oven needed to be repaired. Maintenance to the bathroom taps was necessary. Burn marks in the bathtub were removed. Various lighting repairs were carried out. In addition, a deep clean of the Property was necessary and the Applicant required to pay for the removal of refuse from the Property.

The Case Management Discussion (CMD)

In view of the disruption caused by the COVID-19 pandemic the CMD took place by teleconference hearing on 2nd September 2020 at 2pm.

The Applicant participated in the CMD. The Respondent did not participate and was not represented.

The application along with a letter dated 10th August 2020 intimating the date of the CMD was served on the Respondent by Sheriff Officers. The Tribunal determined that the requirements of Rule 24(1) of the Rules had been satisfied and that it was appropriate to proceed with the application in the absence of the Respondent given the material before the tribunal.

The Tribunal were satisfied that the Respondent had received notification of the CMD, and that the Tribunal could determine the matter if it considered it had sufficient information to do so and the procedure was fair. The notification also

advised the Respondent that she should attend the CMD and that if she did not do so an order could be granted in her absence.

The Tribunal considered that it had sufficient information to determine the matter at this stage and that the procedure was fair.

The Applicant invited the Tribunal to grant the order as sought today.

He stated that he has already secured an order for payment from the Tribunal in relation to arrears of rent due by the Respondent for the Property.

He said that the damage to the Property had been deliberately caused by the Respondent. Curtain poles had been pulled down and doors punched causing holes in them as shown on the photographs. In addition, the Respondent had deliberately smeared dog excrement on the walls almost to ceiling level which meant that a deep clean was required and the cleaner needed to wear gloves mask and a disposable suit.

Findings in Fact

1. The parties entered a PRT with a commencement date of 27th July 2018.
2. The Applicant recovered possession of the Property on 9th December 2019.
3. The Property was left in an unhygienic state with many items of personal belongings left behind by the Respondent and with damage occasioned to the Property by the Respondent.
4. The Applicant incurred remedial costs, cleaning costs, and disposing of refuse costs for the Property in the sum of £2130.

Reasons for Decision

The Tribunal was satisfied that the remedial costs and the costs of cleaning and disposing of refuse had been established and accordingly granted the application for payment in the sum of £2130.

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.

Yvonne McKenna

2nd September 2020

Legal Member/Chair

Date