



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017.

Chamber Ref: FTS/HPC/CV/20/1444

Re: 17 Heathryfold Place, Aberdeen, AB16 7ED (“the property”)

Parties:

**Glowing Rocket Properties Ltd, 105 Grampian Road, Aberdeen, AB11 8EH
 (“the applicants”)**

**Miss Carla Forrest, Flat A, 14 Printfield Walk, Aberdeen, AB24 4AU
 (“the respondent”)**

Tribunal Member:

Adrian Stalker (Legal Member)

Decision (in absence of the respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the sum sought by the applicants, being £3,725.52, was lawfully due by the respondent, and granted an order for payment of that sum, by the respondent, to the applicants.

Background

1. In February 2020, the applicants let the property to the respondent, under a Private Residential Tenancy. They entered into a written tenancy agreement, using the Scottish Government’s Model Agreement. The agreement was executed on 2 February 2020, which was also the date of commencement of the tenancy.

2. Under clause 7, the rent payable was £675 per calendar month, with the first payment being due on 2 February. Under clause 10, a deposit of £779 was payable. Under clause 16, the respondent agreed to take reasonable care of the subjects. By a clause headed “Payment for repairs” (not numbered, but on page 13 of the

agreement), the tenant was liable for the cost of repairs, where the need for them was due to her fault or negligence.

3. By an application 2 July 2020, the applicants sought an order for payment of rent arrears, factoring charges, and a sum for the cost of repairing, redecorating and cleaning the property, after the respondent had left. The total sum sought was £3,725.52.

4. Attached to the application was a substantial volume of papers. These included:

- An inventory report of the property, dated 1 February 2020, including photographs of its internal condition, before the commencement of the tenancy.
- A set of photographs showing the condition of the subjects, when the respondent left, on or about 7 June 2020.
- Copies of email and text communications between the respondent, and Mr Anton Rublevskiy, of the applicants.
- Copies of correspondence between Mr Rublevskiy and the DWP, regarding the respondent's claim for Universal Credit.

5. On 20 August 2020, notice of acceptance was granted by a legal member. A Case Management Discussion ("CMD") was fixed for 5 October 2020, by teleconference call, at 11:30 am, on 5 October 2020.

6. At the time of making the application, the respondent's address was not known to the applicants. However, subsequently, they produced a report from Vilcol Investigations Ltd, dated 21 July 2020, confirming that the respondent was resident at Flat A, 14 Printfield Walk, Aberdeen, AB24 4AU. Notification of the CMD was sent to the respondent, at that address, by letter dated 8 September 2020.

The CMD

7. The CMD duly took place, by teleconference call, at 11:30 am, on 5 October 2020. Mr Rublevskiy was in attendance, for the applicants.

8. As at 11:40 am, neither the respondent, nor any person appearing on her behalf, had entered the teleconference. Accordingly, the respondent did not appear, and was not represented, at the CMD. The Tribunal member had sight of a Certificate of Service from Scott & Co., Sheriff Officers, showing that the Tribunal's letter to the respondent was served on 9 September 2020. The respondent has not, at any time, played any active role in the proceedings relating to this application. She made no representations to the Tribunal, in advance of the CMD.

9. Under rule 17(4) of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, the First-tier Tribunal may do anything at a CMD which it may do at a hearing, including: hearing the case in the absence of one of the parties (rule 29), and making a decision. In the circumstances, the Tribunal was satisfied, under rule 29, that it was appropriate to proceed with the hearing, in the respondent's absence.

Findings in fact, and in fact and law; reasons for decision

10. As is apparent from the papers provided with the application, the respondent took up occupation of the property on 2 February, and left on or about 7 June 2020. It appears that, within a few weeks of taking entry, the respondent was offered a Scottish secure tenancy by a social landlord, which she decided to accept.

11. Mr Rublevskiy confirmed that, notwithstanding the terms of the tenancy, the respondent only paid £500 towards the first month's rent. Thereafter, she made no rental payments at all. She never paid the deposit of £779. The total rent due, for the period 2 February to 7 June was £2,812.50. Less the £500 paid on entry, the outstanding rent arrears balance is £2,312.50.

12. As regards the factoring charges, included in the papers was an email from Mr Rublevskiy to the respondent, dated 13 February, which stated:

As discussed earlier.

Due to the fact that Grampian Housing Association will not be able to set up the direct debit with the tenant, I'll have to continue to pay factoring charges out of my account.

Therefore I would kindly ask if you can include an additional factoring fee of £29.68 to the £675 rental payment every month on 2nd day of the month when you conduct the rent payment.

13. Mr Rublevskiy stated that this email reflected verbal discussions between him, and the respondent, in which it was agreed that she would pay an additional factoring fee of £29.68 per month. The total amount due, which had not been paid, was £113.02.

14. As regards the cost of repair, redecoration, and cleaning, Mr Rublevskiy produced two invoices, totalling £1,300. The first was from a Mr Fikri Hasan, for £1,180. This was in respect of "redecorating throughout", and repairs to a broken radiator pipe, fixing damaged furniture, and small joinery repairs. Mr Rublevskiy made reference to the photographs produced with the application, showing apparent staining and marks to the walls of the property. He explained that the respondent had three or four children residing with her. It appeared that damage had been caused to the decoration which went beyond normal wear and tear.

15. The other invoice was for £120, from Aberdeen Cleaning Services Ltd. This was for cleaning of the carpets throughout the property. Mr Rublevskiy explained that there had been evident spillages on the carpets, and food ground in. In places, they were “sticky”.

16. Accordingly, Mr Rublevskiy asked the Tribunal to granted an order for payment of £3,725.52, on the basis of the information and papers attached to the application, as spoken to, by him. In light of the documents produced, and the information provided by Mr Rublevskiy, and in the absence of any representation by the respondent to the contrary, the Tribunal was satisfied that that this sum was lawfully due.

Decision

17. The Tribunal accordingly granted an order for payment in the sum of £3,725.52.

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.

Adrian Stalker

Legal Member

Date: 5 October 2020