

Housing and Property Chamber
First-tier Tribunal for Scotland



**Decision and Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber)**

Chamber Ref: FTS/HPC/CV/21/2311

Property : 48 Beech Manor, Stoneywood, Aberdeen AB21 9AZ ("Property")

Parties:

**Andrew Rumbles, 2/1 Western Harbour, Breakwater, Edinburgh EH6 6PA
("Applicant")**

**Jackson Boyd, Solicitors, Centenary House, 69 Wellington Street, Glasgow G2
6HG ("Applicant's Representative")**

Sairah Gibson, 25 Bunzeach Place, Aberdeen AB21 7LY ("Respondent")

Tribunal Members:

Joan Devine (Legal Member)

James Battye (Ordinary Member)

Decision (in absence of the Respondent):

**The First-tier Tribunal for Scotland (Housing and Property Chamber)
("Tribunal") determined that an order for payment of £1,146 should be made.**

Background

The Applicant sought an order for payment of £1,146 in respect of arrears of rent and damage to the Property. The Applicant had lodged with the Tribunal Form F. The documents produced were: a Private Residential Tenancy Agreement dated 24 December 2020; a statement in respect of rent arrears; a receipt from Currys for a ceramic hob; photographs of the hob in the Property and a copy of the Applicant's bank statement for the period 5 March to 4 May 2021

Case Management Discussion

A case management discussion ("CMD") took place before the Tribunal on 29 November 2021 by teleconference. The Applicant's Representative and the Respondent were in attendance. Reference is made to the note of that CMD. At the CMD the Tribunal fixed a Hearing for 25 January 2022 at 10am and issued a Direction in terms of which (1) the Respondent was required to lodge with the Tribunal by 11 January 2022 copies of bank statements evidencing payment by the Respondent of the rent due on 28 April 2021; and (2) the Applicant and the Respondent were required to lodge with the Tribunal by 11 January 2022 copies of

any photographs or other documentary evidence showing or describing the state of repair of the hob in the Property at the date on which the Respondent took up occupation of the Property and at the date she vacated the Property.

The Applicant complied with the Direction by producing copy photographs and a copy of his bank statement for the period 5 March to 4 May 2021 which showed a payment of £495 from the Respondent on 29 March 2021. The Respondent did not comply with the Direction.

Hearing on 25 January 2022

A Hearing took place before the Tribunal on 25 January 2022 at 10 am by teleconference. The Applicant and Fraser Napier of the Applicant's Representative were in attendance. There was no appearance by the Respondent.

The Tribunal noted that at the CMD on 29 November 2021 the Respondent accepted that she had failed to pay the rent due on 28 May and June 2021. She thought she had paid the rent due in April. The Tribunal noted that, in response to the Direction issued, the Applicant had produced a copy bank statement which showed a payment of £495 from the Respondent on 29 March 2021 but nothing thereafter. The Tribunal noted that the Respondent had not responded to the Direction.

The Tribunal noted that at the CMD the Respondent had disputed that there had been a requirement to replace the hob in the Property. Mr Napier told the Tribunal that the Property was purchased by the Applicant as a new build in 2016. He said that when the Respondent took entry to the Property it was in pristine condition. He said that at the date of entry, no inventory was prepared but photographs were given to the letting agent. He referred to the photographs lodged with the Tribunal. He referred to one taken around the date of entry which showed no damage and photographs taken after the Respondent left the Property which showed damage to the hob. He noted that the Respondent did not take part in the dispute resolution process with the tenancy deposit scheme and did not object to the allocation of the deposit firstly to property damage and then to outstanding rent.

The Tribunal asked the Applicant when the photograph showing no damage to the hob was taken. He said he could not recall exactly but that it was taken the first time he advertised the Property for rent with Aberdein Considine which was late November / early December 2020. He said that the Respondent took entry to the Property on 28 December 2020.

The Applicant told the Tribunal that after the Respondent left the Property he contacted the developer to find out the model of hob installed. He researched where he could purchase the same model. He purchased the same model and arranged for installation free of charge. When he received the deposit from the deposit scheme

administrator he applied it firstly towards the cost of replacing the hob and the balance towards the rent arrears.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent had entered into a Private Residential Tenancy Agreement which commenced on 28 December 2020 ("Tenancy Agreement").
2. The rent in terms of the Tenancy Agreement was £495 per month.
3. The Respondent had failed to make payment of the rent due on 28 April, 28 May and 28 June 2021.
4. After allocation of the deposit received the balance of rent due was £1,146.

Reasons for the Decision

The Applicant sought payment of £1,146. In the Application he broke the claim down between damage to property and rent arrears. The claim for damage to property was £379. He had received the deposit of £685 and allocated £379 to property damage. He also claimed arrears of rent of £1,452. He had applied to that the balance of the deposit which was £306 leaving a balance due of £1,146.

Rent was due in terms of the Tenancy Agreement on 28th of each month at the rate of £495. Rent due on 28 April, May and June 2021 had not been paid. After allocation of the deposit the balance of rent due was £1,146. The Tribunal determined to make an Order for payment of £1,146.

Decision

The Tribunal grants an order for payment of £1,146.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, 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.

J Devine

Legal Member

Date : 25 January 2022