



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/22/0937

Re: Property at 29 Maiden Street, Peterhead, Aberdeenshire, AB42 1EE (“the Property”)

Parties:

Mr Julius Zemulis, 3 St Peter Street, Peterhead, AB42 1RR (“the Applicant”)

Ms Jelena Chramcevic, 3 Cooperage House, North Street, Peterhead, Aberdeenshire, AB42 1AP (“the Respondent”)

Tribunal Members:

Martin McAllister (Legal Member) and Leslie Forrest (Ordinary Member)

Decision

- 1. The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent pay the sum of Five Hundred and Sixty Three Pounds forty pence (£563.40) to the Applicant.**
- 2. The Tribunal made a Time to Pay Direction under Section 1 (1) of the Debtors (Scotland) Act 1987 requiring the Respondent to make weekly payments of £10 to the Applicant.**

Background

- 3. This is an application in respect of sums which the Respondent is seeking from the Respondent in connection with her tenancy of the Property.**
- 4. The application is dated 31st March 2022 and was accepted for determination on 19th May 2022.**
- 5. The application sought payment of the sum of £575 in respect of rent and the sum of £150 for removal of rubbish.**

6. Case management discussions were held on 27th July and 17th August 2023. At the later case management discussion, the Respondent was permitted to amend his application to seek payment of the sum of £1040.
7. A Direction was issued on 17th August 2023 requiring parties to provide documents and representations.

The Hearing

8. A Hearing was held by teleconference on 6th April 2023. The Applicant and the Respondent were present and the tribunal was assisted by a Russian interpreter.

Preliminary Matters

9. It was noted that the Applicant had intimated to the Tribunal that, prior to commencement of the tenancy, he had been paid £350 by the Respondent and that he had applied this towards the debt. He confirmed that his claim was therefore for £690.
10. The Respondent confirmed that she had submitted an application for a Time to Pay Direction but her difficulty was that there was no clarity with regard to the sum that was properly due to the Applicant. She said that she maintained that she could pay any sum due to the Respondent at the rate of £10 per week.

Matters not in dispute

11. The parties entered into a private residential tenancy agreement on 22nd January 2019 which stated the commencement of the tenancy to be on 24th January 2019 and for the rent to be £575 per month. The tenancy agreement stated that the rent was to be paid in advance on the first of each month.
12. Clause 24 of the tenancy agreement states that the tenancy may be ended by the tenant giving the landlord at least twenty eight days notice.
13. On 9th March 2022, the Respondent sent a message to the Applicant indicating that she had moved from the Property.
14. The last payment of rent made by the Applicant was the sum of £575 on 1st February 2022 which was in respect of rent for that month.

Findings in Fact

15.

- 15.1** The parties entered into a tenancy agreement on 22nd January 2019 which required the Respondent to give twenty eight days notice to terminate the tenancy.
- 15.2** The Respondent advised the Applicant on 9th March 2022 that she had left the Property.
- 15.3** The Respondent did not give the period of notice to the Applicant.
- 15.4** The last payment of rent paid by the Respondent was on 1st February 2022.
- 15.5** The Respondent did not pay rent for March 2022.
- 15.6** The Respondent is liable for rent up to 6th April 2022.
- 15.7** The Applicant required to instruct a contractor to remove belongings of the Respondent from the Property after the tenancy had terminated. The cost of this was £150.
- 15.8** The Property was not left in a good and clean condition at the end of tenancy. This is a breach of the tenancy agreement. The Property required to be cleaned.

Reasons

- 16.** The Applicant agreed that his application fell into four heads of claim. He said that the claim for rent is because he was not paid rent in March 2022 and the Respondent had not given the required notice that she was ending the tenancy. He said that he had to employ someone to remove rubbish, including a trampoline, and that he wanted to be reimbursed for the cost of this. The Applicant said that a bath panel had been damaged by the Applicant which had to be replaced and that he had to have the Property cleaned.

Rent

- 17.** The Applicant said that the sum of £575 was due in respect of rent for the month of March 2022 and that he had carried out a pro rata calculation to establish the amount due for six days which he said was due because of the lack of notice. He said that the total claimed was £689.95. The Applicant conceded that his calculation may be inaccurate.

18. The Respondent acknowledged that she was due to pay rent for the month of March 2022 and for an additional period because of her failure to give notice.
19. The tribunal considered matters and agreed that the rent for March 2022 was due to be paid by the Respondent. The Respondent had failed to give the required notice in terms of the tenancy agreement. The Applicant had effectively received notice on 9th March 2022 and twenty eight days from then would have been 6th April 2022 meaning that the Respondent was due to pay six days' rent. The tribunal calculated that the daily rent amounted to £18.90 and that the Respondent was due to pay £113.40 making a total of £688.40.

Removal of rubbish

20. The Applicant had produced an invoice from Arimantis & Co for the sum of £150. He said that he had paid this contractor to dismantle a large trampoline and remove it and other rubbish from the Property. He said that this involved use of a van.
21. The Respondent said that the trampoline had been too large for her to deal with and she accepted that she had left rubbish in the Property. She said that she considered the sum of £150 was excessive.
22. The tribunal had regard to the Respondent's acknowledgement that she had not cleared the Property prior to her departure and had left items in and around it. The tribunal considered the invoice to be reasonable and determined that the Applicant should be reimbursed the cost of £150.

Bath Panel

23. The Applicant directed the tribunal to a photograph of the bath which showed the bath panel to be damaged and which had been taken after the tenancy had ended. He said that his claim for replacement of the panel was £100 and he directed the tribunal to a relevant invoice which he had lodged. He said that he was prepared to make a concession and limit his claim to £50.
24. The Applicant said that the Property had been refurbished prior to commencement of the tenancy and that this had included a new bath. He said that no inventory was done at the commencement of the tenancy and that he had no photographs to substantiate the condition of the bath panel at that time.
25. The Respondent said that the bath panel had always been cracked and that it must have got worse. She said that she had not reported the matter to the Applicant because it had not bothered her.

26. The tribunal could make no finding on the matter. The Applicant was unable to provide evidence such as a copy of an inventory or a schedule of condition and relevant photographs. On the balance of probability, the tribunal decided to make no order requiring payment by the Respondent to the Applicant.

Cleaning

27. The Applicant said that he “and his other half” had spent a considerable time in cleaning the Property. He said that carpets had to be cleaned and that the skirtings were dirty. He referred the tribunal to photographs of the oven and hob and he said that the oven was particularly dirty. He said that he understood, from the case management discussion in August 2022, that he was required to produce evidence of what the market value of the cleaning of the Property would be and he had lodged a quotation from Classy Cleaning Crew LLP dated 26th August 2022 for £150. He said that this was the sum which he was claiming.

28. The Respondent accepted that some cleaning of the Property required to be done. She was asked about the oven and said that she had not had time to clean it.

29. The tribunal accepted that the Property required to be cleaned at the end of the tenancy and had regard to Clause 42 of the tenancy agreement which required the Respondent to leave the Property “in a good and clean condition” at the end of the tenancy. The Applicant had not paid a contractor and had carried out the cleaning himself. The tribunal determined that it would be fair to award £75 in respect of this.

30. The tribunal determined that the Respondent should pay the sum of £563.40 to the Applicant. This is comprised of £688.40 in respect of rent, £150 for removal of rubbish and £75 for cleaning. From that total of £913.40 there requires to be deducted the sum of £350. The order for payment is therefore for the sum of £563.40.

Time to Pay Direction

31. The Respondent confirmed that she wanted to pay any sum awarded to the Applicant by making weekly payments of £10.

32. The Applicant said that he was opposed to this and that the debt “would take two years to pay.” It was pointed out to him that, even if the tribunal made an award to him for the full sum claimed, it would take considerably less than two years for the sum to be paid at £10 per week. The Applicant said that he would agree to the Respondent paying the debt within three months. The Respondent said that she could not afford to do this and referred the tribunal to the application for a Time to Pay Direction which set out her income and expenditure.

33. The tribunal considered it reasonable that the Respondent be allowed to pay the sum in weekly instalments. It did so after considering the application submitted by the Applicant which detailed her financial position and the fact that an instalment order at the rate of £10 per week would enable the debt to be paid in little more than a year.

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**

Date 6th April 2022