



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/22/2268

Re: Property at 19 Tummel Place, Grangemouth, FK3 0JH (“the Property”)

Parties:

Mr Naved Aktar, Mrs Claire Mohamet, 8 Crofthead Street, Falkirk, FK2 7GG (“the Applicants”)

Mr David Burt, Miss Sinead Penn, Hillhead Farm, Slamannan, Falkirk, FK1 3BU (“the Respondents”)

Tribunal Members:

Nicola Irvine (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondents in favour of the Applicants in the sum of £2,623.

Background

1. The Applicants submitted an application under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017. The Applicants sought an order for payment in respect of repairs required to the property after the Respondents vacated it.
2. By decision dated 8 September 2022, a Convenor of HPC having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion.
3. The Notice of Acceptance was intimated to the Applicants’ representative on 12 September 2022. The Tribunal wrote to both parties by letter of 18 October 2022 and provided details of the date, time and conference call details of today’s case management discussion. The Tribunal served that letter and a

copy of the application on the Respondents by sheriff officer on 19 October 2022. The Respondents were invited to lodge written representations by 8 November 2022. No written representations were received.

The case management discussion

4. The case management discussion took place by conference call. The Applicants were represented by Ms Shields. The Respondents did not join the conference call and the discussion proceeded in their absence. The Applicants' representative explained that the Respondents left the property on 27 March 2022. Following an inspection by the Applicants' representative, the property was found to be in poor condition and required a number of repairs to restore it to the condition that existed at the beginning of the tenancy. The front door had been damaged and boarded up; it required to be replaced and have locked fitted to it. Radiators had been removed from the walls; the damage to walls had to be repaired and the radiators re-installed. There was extensive mould in the property, suggesting that the Respondents had failed to properly heat and ventilate the property. Food had been left in the oven and in the freezer and the whole property needed to be cleaned. The repairs required went beyond wear and tear. The Applicants' representative contacted the Respondents by letter and telephone in relation to the repairs required, but there has been no response from the Respondents. The Applicants' position was that the Respondents had breached clauses 17 and 25 of the tenancy agreement. The Applicants had incurred expenditure of £3,098 to effect necessary repairs. They have already recovered the deposit of £475, leaving a shortfall of £2,623, which is the sum sued for. The Applicants' representative moved for an order for payment in that sum.

Findings in Fact

5. The parties entered into a private residential tenancy which commenced 2 November 2020.
6. The Applicants incurred expenditure of £3,098 in respect of damage caused to the property by the Respondents.
7. The Respondents are liable to pay for the cost of repairs required to the property, excluding any fair wear and tear.

Reason for Decision

8. The Tribunal proceeded on the basis of the documents lodged and the submissions made at the case management discussion. The Respondents did not participate in the discussion and did not lodge any written submissions. The invoices lodged demonstrated that the Applicants incurred significant expenditure to effect repairs in respect of damage to the property. There was nothing to indicate that the Respondents disputed the damage caused and the repairs required. The Applicants' representative wrote to the Respondents

before making this application but the Respondents failed to respond. The Tribunal was satisfied that the sum of £2,623 is due to the Applicants in respect of the cost of repairs.

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.

N. Irvine

Legal Member/Chair

24 November 2022

Date