



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/23/1189

Property : 12/1 Meadowside Quay Square, Glasgow G11 6BS (“Property”)

Parties:

Dr Dalia Belsha and Dr Aws Alfahad, 6 Winmartin drive, Halesbarns, Cheshire WA15 8TJ (“Applicant”)

DJ Alexander, John Cotton Centre, Edinburgh EH7 5RA (“Applicant’s Representative”)

David Boyle, whereabouts unknown (“Respondent”)

Tribunal Members:

Joan Devine (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined that an order for payment of £11,523.63 Should be made.

Background

The Applicant sought an order for payment of £11,523.63. The Applicant had lodged Form F along with the following supporting documentation :

1. a Tenancy Agreement dated 17 and 18 November 2019 which commenced on 10 December 2019 (“Tenancy Agreement”)
2. check-in report dated 9 December 2019
3. tenant statement dated 24 March 2023
4. emails between the Applicant’s Representative and the Respondent in December 2022 regarding issues at the Property
5. invoice from Get Fully Furnished Retail Ltd for £325.20 regarding replacement mattress

6. invoice from AB Cleaning Services for £240
7. email from Hacking and Paterson advising the car park fobs cost £54.80 each.
8. invoice from JR Joinery and Glazing Services for £230 for changing locks
9. invoice from TB Property Maintenance referencing replacement of freezer drawer
10. invoice from MacFarlane McColl & Rogers Ltd for £18 for 2 fobs

The Application was served on the Respondent by advertisement on the Tribunal website from 6 July 2023 until 14 August 2023.

Case Management Discussion

A case management discussion (“CMD”) took place before the Tribunal on 14 August 2023. Raphael Barr of the Applicant’s Representative was in attendance. There was no appearance by the Respondent.

Mr Barr told the Tribunal that the tenancy ended on 13 December 2022. He said that the Respondent did not return the keys for the Property or the door and car park fobs. The Tribunal noted the invoice for £230 for changing the locks and the email from Hacking and Paterson confirming the cost of a car parking fob was £54.80. The Tribunal noted the invoice for the door fob was £18 and yet the sum claimed was £21.60, the difference appearing to be vat. Mr Barr said that his file indicated that the Applicant paid £21.60 for the new door fob. The Tribunal asked Mr Barr about the claim for the cost of cleaning and replacing a mattress. He said that cleaning is not instructed as a matter of course but only when the property is not returned in an appropriate state. He said his file indicated that the Property was not returned in appropriate condition and cleaning was required. He said that the photographs on file indicated that the mattress was badly stained and had to be replaced. As regards the claim for replacing a broken freezer drawer the Tribunal noted this was claimed as part of a larger invoice from TB Property Maintenance and asked how the figure was arrived at. Mr Barr said that his colleague had discussed the breakdown of the invoice with the contractor.

The Tribunal noted the statement showing the build up of rent arrears and deduction of the deposit. The Tribunal also noted the email correspondence lodged between the Applicant’s Representative and the Respondent in December 2022 regarding a problem with a number of windows and the boiler as well as issues caused by cladding works. The Tribunal noted a substantial deduction from the rent arrears was offered by the Applicant’s Representative in the email dated 28 December 2022. Mr Barr said

that the Respondent did not reply to the offer and no agreement was reached. In those circumstances the claim had been submitted without an deduction being made.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent had entered into a Tenancy Agreement dated 17 and 18 November 2019 which commenced on 10 December 2019.
2. In terms of the Tenancy Agreement the rent was £1150 per calendar month payable in advance.
3. The Tenancy Agreement terminated on 13 December 2022
4. The rent was unpaid for the period 10 December 2021 to 10 December 2022.
5. The Property required to be cleaned at the end of the tenancy.
6. A mattress required to be replaced at the end of the tenancy.
7. The freezer drawer was cracked and required to be replaced.
8. The Respondent failed to return to the Applicant's Representative the keys for the Property and the door and car park fobs
9. The Applicant incurred a cost of £325.20 to replace the mattress in the Property.
10. The Applicant incurred a cost of £240 to clean the Property at the end of the tenancy.
11. The Applicant incurred a cost of £230 to replace the locks at the Property.
12. The Applicant incurred a cost of £96.00 to replace a damaged drawer in the freezer in the Property.
13. The Applicant incurred a cost of £21.60 to replace the door fob.
14. The Applicant incurred a cost of £109.60 to replace two car park fobs.

Findings in Fact and Law

The Tribunal made the following findings in fact and law:

1. The Respondent did not comply with the obligation in the Tenancy Agreement to take reasonable care of the Property.

Reasons for the Decision

The Tenancy Agreement sets out the contractual relationship between the Parties. The relevant sections are :

In terms of section 17 the tenant agrees to take reasonable care of the let property.

Section 18 covers the Repairing Standard and notes that the landlord is responsible for ensuring that the property meets the Repairing Standard. The penultimate paragraph of section 18 provides that the tenant will be liable for the cost of repairs where the need for them is attributable to his or her fault or negligence, that of any person residing with him or her, or any guest of his or hers.

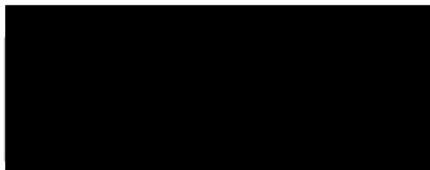
The information provided by Mr Barr indicated that the Respondent did not comply with his obligation to take reasonable care of the Property. The Applicant incurred costs as a result totalling £1,022.40. At the end of the tenancy the rent arrears were £11,651.23. The deposit of £1,150 was deducted from the sums claimed leaving a balance due of £11,523.63

Decision

The Tribunal grants an order for payment of £11,523.63.

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.



**Joan Devine
Legal Member**

Date: 14 August 2023