



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/CV/19/2511

Re: Property at 2B Cargil Terrace, Edinburgh, EH5 3NB (“the Property”)

Parties:

Mr Mark Michie, 2B Cargil Terrace, Edinburgh, EH5 3NB (“the Applicant”)

Miss Amanda Pender, 47 Silverknowes Gardens, Edinburgh, EH4 5ND (“the Respondent”)

Tribunal Members:

Fiona Watson (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicant:

Sum of SEVEN THOUSAND, ONE HUNDRED AND TWO POUNDS AND NINETY-ONE PENCE (£7,102.91) STERLING

- Background
- 1. An application dated 7 August 2019 was submitted to the Tribunal under Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order in the sum of £10,305.15 against the Respondent in relation to rent arrears and damages costs accrued under a short assured tenancy agreement.

- The Case Management Discussion

2. An initial Case Management Discussion (“CMD”) took place on 4 November 2019. The Applicant was personally present. There was no appearance by or on behalf of the Respondent. The CMD was adjourned for further vouching to be lodged by the Applicant for certain heads of his claim. The continued CMD took place on 14 January 2020. Again, the Applicant was personally present and there was no appearance by or on behalf of the Respondent. Further vouching had been lodged by the Applicant and he moved to remove a part of his claim and reduce his claim to the sum of £9,232.84 in terms of Rule 14A of the Rules. This was allowed. Due to insufficient service of intimation of the CMD date on the Respondent, the CMD was adjourned to another date for successful service to be made on the Respondent. The CMD was accordingly adjourned to 9 March 2020. Intimation of the CMD was made on the Respondent by Sheriff Officer on 29 January 2020. The Applicant was again personally present and there was no appearance by or on behalf of the Respondent. The Tribunal was satisfied that the Respondent had been duly notified of the date and time of the CMD and that the CMD could proceed in the Respondent’s absence.

3. The Applicant moved for the order for payment to be granted as sought. The claim comprised a number of heads of claim:

- i) Rent arrears;
- ii) Cleaning costs;
- iii) Removal costs;
- iv) Replacement of missing and damaged items;
- v) Redecoration costs;
- vi) Cost of preparation of a professional inventory at the end of the tenancy;
- vii) Compensation for time spent rectifying damage etc caused by the Respondent charged at the rate of £25 per hour, as provided for in Clause 3 of the Tenancy Agreement between the parties.

- Findings in Fact

4. The Tribunal made the following findings in fact:

- (a) The parties entered into a Short Assured Tenancy Agreement (“the Agreement”) which commenced 1 October 2016;
- (b) In terms of Clause 2 of the Agreement, the Respondent was obliged to pay a monthly rent of £1,300 to the Applicant;
- (c) In terms of Clause 13(a) of the Agreement, the Respondent was obliged to give the landlord two months’ notice in writing to end the tenancy;
- (d) The Applicant moved out of the Property on 2 May 2019 giving no prior notice to the landlord;
- (e) The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £2,600.
- (f) In terms of Clause 4.1 of the Agreement, the Respondent was responsible for costs associated with: arranging contractors to rectify breaches of the

Agreement; replacing items detailed on the inventory which had been lost or broken; local authority taxes; repairs to the property required as a result of the tenant's failure to report any damage or deterioration in the condition of the Property; repairs required to the property as a result of the Tenant's failure to take reasonable care and including keeping it clean at all times; redecoration works required to restore the property to the condition at the start of the tenancy (fair wear and tear excepted).

5. Vouching was produced by the Applicant for the costs claimed in respect of: removal of items; replacement of a broken bed; replacement of a sofa which had been damaged beyond repair; replacement of door handles; replacement lock; purchase of cleaning products; unpaid council tax; repair to gas hob; redecoration costs; replacement tumble dryer which had been broken by the Respondent and not capable of repair; cleaning of the property, the oven and the windows; handyman costs. The Applicant also included in his claim costs of £1841 for redecoration works not yet carried out and £288.95 for a broken sink bowl which had not yet been replaced. The Tribunal was not satisfied that these two elements could be validly claimed as these were not yet losses incurred by the Applicant.

- Reasons for Decision

6. The Tribunal was satisfied that the Applicant was entitled to the sum of £7,102.91, being the sum sought less the costs claimed but which had not yet actually been incurred. The Respondent was obliged to give two months' notice to end the tenancy and had failed to do so, and accordingly was liable for payment of rent during that notice period. The Respondent was also liable for payment of costs incurred by the landlord in repairing damage, cleaning costs, and costs incurred in the replacement of items missing, damaged or broken.

7. Accordingly, the Applicant was entitled to the Order for Payment in the sum of £7,102.91.

- Decision

8. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent(s) for payment of the undernoted sum to the Applicant(s):

Sum of SEVEN THOUSAND, ONE HUNDRED AND TWO POUNDS AND NINETY-ONE PENCE (£7,102.91) STERLING

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.

Fiona Watson

Legal Member/Chair

9/3/2020

Date