



**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/18/2862

Re: Property at 4 Swan Place, Collieston, AB41 8SF (“the Property”)

Parties:

**Kirkgate Developments LTD, Huntly House, 74 Huntly Street, Aberdeen, AB10
1TD (“the Applicant”)**

**Mr Kevin Williams, 10 Redcloak Drive, Stonehaven, AB39 2XW and Ms Jessica
Williams, Address Unknown (“the Respondent”)**

Tribunal Members:

John McHugh (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment by the Respondent to the
Applicant of the sum of £1043.94 should be made.**

Background

The Applicant is the landlord and the Respondent the tenant in terms of a short
assured tenancy of the Property dated 27 and 30 September 2016.

The Respondent has ceased to occupy the Property.

The Applicant seeks unpaid rent and costs incurred at the end of the tenancy.

The Case Management Discussion

A Continued Case Management Discussion (“CMD”) took place at the Credo Centre, John Street, Aberdeen on 26 July 2019. The Applicant was represented by its Alison Neilson and Diane Heslop. The Respondent was neither present nor represented.

At an earlier CMD, the Tribunal had raised various questions which the Applicant had answered by email to the Tribunal dated 5 July 2019.

Findings in Fact

The Applicant is the landlord and the Respondent the tenant in terms of a short assured tenancy of the Property dated 27 and 30 September 2016.

The tenancy agreement provides for joint and several liability on the part of the Respondent in respect of tenancy obligations.

Rent was payable at the rate of £929.09 per month.

Unpaid rent exists in the sum of £1114.91.

The tenancy ended on or around 6 April 2018.

The Applicant has incurred costs of: £150 in cleaning the windows and uplifting items left behind by the Respondent; £389.12 in internal cleaning; repairs to damaged items of £175 and gardening costs of £175.

The Respondent has paid a deposit of £929.09 and the Applicant has recovered this sum and applied it towards sums owed by the Respondent.

Reasons for Decision

The Tribunal is satisfied that rent was unpaid in the sum of £1114.91.

The Tribunal is also satisfied that the Applicant has incurred the costs listed above by the Respondent’s breach of duties under the tenancy agreement.

At an earlier CMD, the first Respondent had argued that he should only be liable for one half of the sums due but the Tribunal rejects this because the tenancy agreement provides for joint and several liability.

The sum of £175 claimed was originally termed “depreciation” but clarification has been provided which shows that this, in fact, related to items damaged by the Respondent.

The Tribunal was satisfied that the Applicant had incurred the claimed cleaning costs and costs for uplift of items left behind by the Respondent.

The Tribunal was further satisfied that the general maintenance obligation contained in the tenancy agreement extended to the garden and that the gardening costs incurred by the Applicant are properly due.

The Applicant withdrew its claim in respect of refilling the oil tank.

Decision

An order will be made for payment to the Applicant by the Respondent joint and severally of the sum of £1043.94.

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.

J McHugh

John McHugh, Legal Member/Chair

26 July 2019.

Date