



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 71 Private Housing  
(Tenancies) (Scotland) Act 2016 (“the 2016 Act”)**

**Chamber Ref: FTS/HPC/CV/19/4076**

**Re: Property at 5 Waulkmill Steading, Charlestown, Dunfermline, Fife, KY12 8ZS  
 (“the Property”)**

**Parties:**

**Mr Bruce Wallace, Mrs Lesley Wallace, 417 S Jefferson Str, APT 506, Chicago,  
Illinois, 60607, United States (“the Applicant”)**

**Mr Barry Hamilton, Mr Neil Hamilton, Unknown, Unknown (“the Respondents”)**

**Tribunal Members:**

**Josephine Bonnar (Legal Member)**

**Decision (in absence of the Respondents)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that an order for payment of the sum of £4233.20 should  
be granted against the Respondents in favour of the Applicants.**

**Background**

1. By application dated 1 December 2019 the Applicants seek a payment order for £4733.20 in relation to unpaid rent and storage costs. Documents lodged in support of the application include a copy tenancy agreement and rent statement. The Applicant states that the Respondents vacated the property on 20 August 2019, owing five months rent. They left belongings at the property which were put into storage for six months, at a cost of £600. The Applicants received the full deposit of £850 from the tenancy deposit scheme. £733.20 of this was used to cover the cost of re-instating the property, because of damage by the Respondents. The remainder of £116.80 was deducted from the rent and storage costs, leaving a balance owing of £4733.20

2. A copy of the application and supporting documents were served on the Respondents by advertisement from 10 July 2020 until 14 August 2020, as the address of the Respondents is unknown. Both parties were notified that a case management discussion (“CMD”) would take place by telephone case conference on 14 August 2020 at 2pm and they were required to participate.
3. The case called for a CMD on 14 August 2020 at 2pm. The Applicants both participated. The Respondents did not participate.

### **Case Management Discussion**

4. Mr and Mrs Wallace advised the Legal Member that the sum of £4250 in unpaid rent is still outstanding. The Respondents have not been in contact and have made no payments to the sum due.
5. In response to questions from the Legal Member Mr and Mrs Wallace advised that the Respondents left furniture and personal possessions at the property when they vacated. The letting agent told them that they were required by law to store these items for six months. They did so at a cost of £600. The Legal Member noted that a short-assured tenancy agreement had been lodged with the application. However, the tenancy started on 21 March 2018 and is therefore a private residential tenancy in terms of the 2016 Act. This Act does not appear to impose any obligation on the landlord to store belongings when a tenancy comes to an end. Section 2.67 of the tenancy agreement makes provision for items to be placed in storage, at the discretion of the landlord. However, storage is not mandatory, and no specific time period is stated. The Clause states that the tenant shall be liable for the cost of storage. The Legal Member asked the Applicant’s whether they would like a continuation of the CMD to make some enquiries with the letting agent. However, they advised that they would prefer a decision to be made on the application on the basis of the information available to the legal member at the CMD.

### **Findings in Fact**

6. The Applicants are the owners and landlords of the property.
7. The Respondents were the tenants of the property. They vacated the property on 20 August 2019.
8. The Respondents were due to pay rent at the rate of £850 per month.
9. The Respondents owe the sum of £4250 in unpaid rent for the period 21 March 2019 until 20 August 2019
10. The Applicants stored property belonging to the Respondents which had been left at the property, for six months after the tenancy ended.

## Reasons for Decision

11. The Legal Member is satisfied from the rent account lodged with the application, and the information provided at the CMD, that the Respondents owe the sum of £4250 in unpaid rent.
12. The Legal Member is also satisfied that the Applicants arranged and paid for storage of items which were left at the property by the Respondents, having been advised by their letting agent that they had to do so. However, there appears to be no legal requirement for them to have done this. The tenancy agreement states that they can store such items and, if they choose to do so, the tenant is liable for the cost, The Legal Member is satisfied that the Applicant's are entitled to recover the cost of a short period of storage and determines that the sum of £100 for storage costs should be awarded.
13. The Legal Member notes that the deposit repaid by the tenancy deposit scheme was applied to the cost of re-instating the property, with the balance of £116.80 deducted from the sum being sought by way of a payment order.
14. The Legal Member concludes that a payment order for £4277.20, being rent arrears of £4250 plus storage costs of £100, less £116.80, should be made in favour of the Applicants.

## Decision

15. The Legal Member determines that a payment order should be granted against the Respondents.

## 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.**

**Josephine Bonnar, Legal Member**

**14 August 2020**

✓