



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/23/0202

Re: Property at 101/2 Sighthill Loan, Edinburgh, EH11 4NT (“the Property”)

Parties:

Mr David Stevens, 6A Hart Street, Edinburgh, EH1 3RN (“the Applicant”)

Mr Solomon Adesina, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Nicola Irvine (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an Order for Payment against the Respondent in favour of the Applicant in the sum of £24.70.

Background

1. The Applicant submitted an application under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017. The Applicant sought an order for payment in respect of the cost of repairs carried out.
2. By decision dated 19 June 2023, a Convenor of the Housing and Property Chamber, having delegated power for the purpose, referred the application under Rule 9 of the Rules to a case management discussion (“CMD”).
3. The Notice of Acceptance was intimated to the Applicant’s representative on 21 June 2023. The Tribunal served the application on the Respondent by advertisement on the Housing and Property Chamber website on 24 July 2023.

The case management discussion

4. The CMD took place by conference call. The Applicant joined the conference call personally. The Respondent did not join the conference call and the discussion proceeded in his absence. This case called alongside a related case which proceeds under chamber reference FTS/HPC/CV/22/4505. The Applicant explained that the Respondent damaged a door within the property in order to gain access. The Applicant incurred costs in replacing the door and providing the Respondent with an additional set of keys. The Applicant sent the Respondent a summary of the cost of the door and requested payment. The Respondent failed to pay the sum sought. The Applicant recovered the Respondent's deposit of £425, thus reducing this claim to £128.39. The Tribunal observed that the vouched costs incurred amount to £449.70. The remaining costs were for the Applicant's time. The Tribunal observed that there is no provision within the tenancy agreement about the cost of the Applicant's time and therefore there did not appear to be an entitlement to charge for time.

Findings in Fact

5. The parties entered into a private residential tenancy which commenced 13 April 2022.
6. The Applicant incurred costs of repairing a door and lock which had been damaged by the Respondent.

Reason for Decision

7. The Tribunal proceeded on the basis of the documents lodged and the submissions made at the CMD. The Respondent failed to lodge written representations and failed to participate in the CMD. The Applicant produced vouching in relation to the costs incurred. The Applicant recovered the Respondent's deposit, all of which was attributed towards the repair carried out. The balance of the costs incurred was £24.70.

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.

Nicola Irvine

Legal Member/Chair

22 August 2023
Date