



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 71(1) of the Private Housing
(Tenancies) (Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/18/1919

Re: Property at 37 Gladstone Road, Peterhead, AB42 2BA (“the Property”)

Parties:

Mr Mark Watson, Mallards, Gracious Pond Road, Chobham, Surrey (“the Applicant”)

Miss Dawn Ricketts, Backhill of Meikle Folla, Rothienorman, Aberdeenshire, AB51 8UY (“the Applicant’s Agent”)

Mr Richard Baird, 2 Hacklaw Place, Cruden Bay near Peterhead and Ms Deborah Emslie, 18 Hatton Farm Gardens, Hatton, Peterhead, AB42 0QL (“the Respondents”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondents)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment in the sum of One thousand four hundred and thirty four pounds and thirty nine pence against the Respondents

Background

- 1 By application dated 26 July 2018 the Applicant sought an order for payment of outstanding rent arrears and repair costs against the Respondents. In support of the application the Applicant submitted the following documents:-
 - a. Tenancy Agreement between the Applicant and the Respondents dated 2 February 2018;

- b. Inventory dated 2 February 2018 signed by the Applicant's Agent and the Respondents;
 - c. Copy Letter from the Applicant's Agent to the Respondents dated 15th July 2018;
 - d. Copy Letter from the Applicant's Agent to the Respondents dated 4th July 2018;
 - e. List of damage to the property and contents dated 15th July 2018;
 - f. Copy photographs showing damage to the property and contents
- 2 By Notice of Acceptance of Application, the Legal Member with delegated powers of the Chamber President intimated that there were no grounds for rejection of the application. A Case Management Discussion was therefore assigned for 28th September 2018. Due to an administrative error the application together with associated paperwork and intimation of the date, time and location of the Case Management Discussion were served upon the Second Named Respondent but not the First Named Respondent. Accordingly the Case Management Discussion was adjourned to allow for intimation on the First Named Respondent. The Applicant was also directed to submit vouching for the repair costs sought.
- 3 A copy of the application together with supporting documentation and notification of the Case Management Discussion was served on the First Named Respondent by Sheriff Officers on 10th October 2018.
- 4 On 25th October 2018 the Tribunal received copy receipts and invoices which corresponded with the list of damage submitted by the Applicant.

The Case Management Discussion

- 5 The Case Management Discussion took place at the Credo Centre on 18th October 2018. The Applicant's Agent attended and was accompanied by Mr Bill Edward. The Applicant was not present. Neither Respondent was present.
- 6 As a preliminary matter the Tribunal clarified that the actual costs incurred by the Applicant as evidenced by the invoices and receipts submitted had exceeded the original estimated sum sought of £1425. The Tribunal considered the Respondents had been provided with copies of the receipts and invoices and would have been aware of the increased costs. Accordingly the Tribunal was content to allow the application to be amended to reflect the increased sum of £1434.39.
- 7 The Applicant's Agent advised that the Respondents had been in touch and had made various offers of payment. However nothing had been paid. The Applicant therefore sought an order for payment of the sums due.

Findings in Fact

- 8 The Applicant's Agent being duly authorised by the Applicant entered into a Tenancy Agreement with the Respondents dated 4 February 2018 in respect of the Property.
- 9 In terms of Clause 2 of the said Tenancy Agreement the Respondents undertook to pay rent of £510 per month.
- 10 The termination date of the tenancy was 31st August 2018. As at the date of termination rent arrears in the sum of £710 were outstanding.
- 11 Following the termination of the tenancy, the Applicant's Agent carried out an inspection and noted damage to the property which it can reasonably be concluded was due to the fault or neglect of the Respondents. Further, various items had been removed from the property which formed part of the Inventory agreed by both parties.
- 12 The Respondents are liable for the costs of repairing the aforementioned damage and replacing the missing items in terms of Clauses 18 and 25 of the said Tenancy Agreement.
- 13 The sum outstanding in respect of the outstanding arrears and costs of repair and replacement of items, following deduction of the deposit which has been repaid to the Applicant, is £1434.39. The Respondents are liable to make payment of that sum.

Reasons for Decision

- 14 Having considered the verbal and written representations from the Applicant's Agent the Tribunal was satisfied at the Case Management Discussion that it was able to make sufficient findings to determine the case without a hearing and that to do so would not be prejudicial to the interests of the parties. The Tribunal was satisfied that the Respondents had received proper notification by virtue of service of the papers by Sheriff Officers. They had not sought to dispute the terms of the application and had not taken the opportunity to attend the Case Management Discussion.
- 15 The Tribunal accepted based on its findings in fact that arrears of rent in the sum of £710 were lawfully due by the Respondents by virtue of the terms of the Tenancy Agreement between the parties. The Tribunal was also satisfied that the Respondents were liable under Clauses 18 and 25 of the Tenancy Agreement for the costs of repairs to the property and replacement items which were a result of their fault and neglect during the term of the tenancy. The Applicant had provided photographic evidence and vouching for the costs incurred. The Tribunal was therefore satisfied that the Respondents were due

to pay the sums sought and determined to make an order for payment in the sum of £1,434.39.

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.

R O'Hare

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Legal Member/Chair

5/11/18
_____ Date