

Housing and Property Chamber
First-tier Tribunal for Scotland



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/19/0808

Re: Property at 27 Wood Street, Aberdeen, AB11 9QD ("the Property")

Parties:

Miss Sophie Anderson, 27 Wood Street, Aberdeen, AB11 9QD ("the Applicant")

Miss Amber Carruthers, 16 Murkle Terrace, Thurso, KW14 8JF ("the Respondent")

Tribunal Members:

Graham Harding (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the Applicant was entitled to an order for payment by the Respondent to the Applicant in the sum of £475.00.

Background

1. By application dated 11 March 2019 the Applicant applied to the Tribunal for an order for payment against the Respondent in respect of alleged rent arrears, damage to property and other charges arising from the Respondent's tenancy of the property. The Applicant supplied the Tribunal with a copy of the tenancy agreement, Notice to Leave, Bank statements and emails and text correspondence between the parties.
2. Following a request for further information from the Applicant a legal member of the Tribunal by Notice of Acceptance dated 29 April 2019 accepted the application and a Case Management Discussion was assigned.
3. Intimation of the Case Management Discussion was given to the Applicant by post on 13 May 2019 and to the Respondent by Sheriff Officers on 14 May 2019.

No further written submissions were provided by the Applicant in advance of the Case Management Discussion. No written submissions were provided by the Respondent in advance of the Case Management Discussion.

The Case Management Discussion

4. The Case Management discussion was held at the Credo Centre, 14-20 John Street, Aberdeen on 13 June 2019. It was attended by the Applicant. The Respondent did not attend. As the Tribunal was satisfied that proper intimation of the Case Management Discussion had been given to the Respondent, it determined to proceed in her absence in accordance with Rule 29 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the 2017 Regulations"). The Tribunal also noted the Respondent had been in contact with the Applicant offering to enter into a payment arrangement.

5. The Applicant confirmed that the Tenancy Agreement provided that the monthly rent was £475.00. The tenancy commenced on 4 August 2019. The Respondent had paid a deposit of £475.00 at the commencement of the lease. She had paid rent for August and September. In October 2018, the Respondent had paid £400.00 rent but on 1 November 2018 she had paid £550.00 towards the rent thus clearing the arrears. The Applicant referred the Tribunal to the copy bank statements provided that showed that no further payment had been made by the Respondent during the period up to 1 February 2019. The Applicant confirmed that after the lease had ended she had received back the Respondent's deposit of £475.00 leaving rent due of £475.00.

6. The Applicant confirmed she had served a Notice to Leave on the Respondent on 24 December 2018 as she wished to return to live in the property herself. The Respondent was due to leave the property on 30 January but actually left on 2 February 2019.

7. The Applicant confirmed that she had not provided the Tribunal with any receipts in respect of the repairs carried out to the property following the termination of the lease. The applicant explained that much of the repairs had been carried out by friends and family and no receipts were available. Having considered matters the Applicant indicated that she was no longer insisting on the head of claim relating to the damage to the property.

8. The Tribunal queried whether the applicant had provided a copy of the tracing agents invoice for tracing the Respondent. The Applicant thought that she had but it did not appear to have been submitted. In any event the Tribunal pointed out that there was no requirement in the tenancy agreement for the Respondent to provide a forwarding address. The Applicant accepted that she may not be entitled to recover the cost of the tracing agent's fee.

Findings in Fact

9. The parties entered into a Private Residential Tenancy Agreement that commenced on 4 August 2018 at a monthly rent of £475.00.

10. The Respondent paid a deposit of £475.00.

11. The Tenancy ended on 2 February 2019.

12. The Respondent accrued rent arrears amounting to £950.00 as at the date of termination of the tenancy.

13. The Respondent recovered the Respondent's deposit of £475.00 in respect of rent arrears.

14. The Applicant failed to provide any vouching in respect of the alleged damage to the property.

15. The Applicant failed to provide vouching in respect of the tracing agent's fee.

Reasons for Decision

16. The Tribunal was satisfied from the vouching provided by the Applicant that at the end of the tenancy the Respondent had accrued rent arrears of £950.00 but after account was taken of the deposit that was paid to the Applicant the amount of rent arrears due by the Respondent was £475.00.

17. As the Applicant had not provided the Tribunal with any receipts or other vouching in respect of the repairs carried out to the property it would not have been appropriate to make an award under this head of claim but in any event, the Applicant indicated she was prepared to withdraw this part of her claim.

18. The Applicant had not provided the Tribunal with a copy of the tracing agent's invoice and therefore this head of claim could not be considered. In any event as there was nothing in the tenancy agreement requiring the Respondent to provide a forwarding address and it could not be said that the Respondent had in the conduct of the case had through unreasonable behaviour put the Applicant to unnecessary or unreasonable expense as required in terms of Rule 40 of the 2017 Regulations.

19. The Tribunal therefore upheld the Applicant's claim for loss of rent but refused the claim for the tracing agent's fee and noted that the Applicant was no longer insisting on the claim for the cost of repairs.

Decision

20. The Tribunal finds the Applicant entitled to an order for payment by the Respondent to the applicant in the sum of £475.00.

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.

G.Harding

Legal Member/Chair

13 June 2019

Date