



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70(1) of the Private Housing Tenancies (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/22/0686

Re: Property at 32 Sydney Place, Lockerbie, DG11 2JB (“the Property”)

Parties:

Mr Alexander MacAulay, Maxwell Field, Annan Road, Dumfries, DG1 3SE (“the Applicant”)

Ms Pauline Kelly, 6B Gala Park, Lockerbie, Dumfries and Galloway, DG11 2QN (“the Respondent”)

Tribunal Members:

Ruth O'Hare (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an order for payment in the sum of Two thousand seven hundred and forty four pounds and eleven pence (£2744.11) Sterling

Background

- 1 By application dated 8 March 2022, the Applicant sought an order for payment in the sum of £2744.11 against the Respondent, being unpaid rent and damages. In support of the application the Applicant provided:-
 - (i) Tenancy Agreement between the parties dated 22 January 2015;
 - (ii) Schedule of costs and paper apart detailing claim for damages; and
 - (iii) Rent Statement showing arrears of £1550 as at December 2021.
- 2 In response to a request for further information from the Tribunal the Applicant subsequently provided further detail as to the costs sought, copy invoices and

receipts to support the claim for damages together with photographs and a mandate authorising David Aitken to act on their behalf.

- 3 By Notice of Acceptance of Application the Legal Member with delegated powers of the Chamber President intimated that there were no grounds on which to reject the application. A Case Management Discussion was therefore assigned for the 28 July 2022 to take place by teleconference. A copy of the application paperwork together with notification of the date and time of the Case Management Discussion and instructions on how to join the teleconference was intimated to the Respondent by Sheriff Officers.

Case Management Discussion

- 4 The Case Management Discussion took place on 28 July 2022. Mr David Aitken appeared on behalf of the Applicant. The Respondent was not present nor represented. The Legal Member noted that she had received proper service of the application paperwork together with notification of the Case Management Discussion and therefore determined to proceed in her absence. Mr Aitken outlined the Applicant's claim and explained that no payment had been forthcoming from the Respondent.

Findings in Fact and Law

- 5 The parties entered into a Tenancy Agreement in respect of the property at 32 Sydney Place, Lockerbie, DG11 2JB which commenced on 22 January 2015.
- 6 In terms of Clause 4 of the said Tenancy Agreement the Respondent undertook to make payment of rent at the rate of £400 per calendar month.
- 7 The tenancy between the parties terminated on 1st February 2022.
- 8 As at the date of termination rent arrears in the sum of £1550 were outstanding.
- 9 In terms of Clause 15.9 of the said Tenancy Agreement the Respondent undertook to make payment of the cost of repairs where the need for them was attributable to her fault or negligence, or that of any person residing with her or any guest of hers.
- 10 Following the termination of the tenancy the Applicant incurred costs in the sum of £1194.11 as a result of the Respondent's fault or negligence, in carrying out works to restore the property to a habitable and tenantable condition. The damage caused by the Respondent which necessitated said works went beyond fair wear and tear.
- 11 The Respondent is therefore liable to pay the Applicant the sum of £2744.11.

12 Despite repeated requests the Respondent has refused or delayed to make payment of the sum due.

Reasons for Decision

13 The Tribunal was satisfied that it could make a determination of the application at the Case Management Discussion and that to do so would not be detrimental to the parties. The Respondent had received proper notification of the application paperwork and had not taken the opportunity to participate in the proceedings.

14 Based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the sum of £2744.11. The Applicant had provided supporting evidence to support the claim, in the form of a rent statement, copy invoices and receipts, and photographs. There was nothing before the Tribunal to contradict the Applicant's position which the Tribunal found to be credible.

15 The Tribunal therefore made an order for payment against the Respondent in the sum of £2744.11.

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.


Ruth O'Hare

28 July 2022

Legal Member/Chair

Date