



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)  
Act 2014**

**Chamber Ref: FTS/HPC/CV/18/0622**

**Re: Property at 96 Arrowsmith Avenue, Knightswood, Glasgow, G13 2QL (“the  
Property”)**

**Parties:**

**Mr Colin Manclark, 96 Arrowsmith Avenue, GLASGOW, G13 2QL (“the  
Applicant”)**

**Mr Gary Donnachie, c/o 79 Sumburgh Street, Glasgow, G33 3DX (“the first  
named Respondent”)**

**and Ms Karyn Jones, Flat 1/2, 172 Earl Street, Glasgow (“the second named  
Respondent”)**

**Tribunal Members:**

**Jim Bauld (Legal Member)**

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

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that Applicant is entitled to an order for payment from the first named respondent in the sum of **Six thousand one hundred and seventy one pounds and eight pence (£6171.08)** with interest at the rate of eight per centum per annum (8% ) from 17 June 2017 until payment

**Background**

By an application received 16 March 2018, the applicant sought an order for payment of rent arrears from the first named respondent in respect of the tenancy of the property together with other associated other costs arising from the respondents’ conduct of the tenancy.

After sundry procedure, a case management discussion took place on 27 June 2018

Reference is made to the note of that hearing prepared by the tribunal

At that hearing the applicant was allowed to add the second named respondent as a party to the application and was ordered to lodge various documents in support of his claim

A further case management discussion was set to take place on 27 August 2018

### **Case Management Discussion**

The applicant attended the case management discussion on 27 August 2018. The respondents did not. The applicant was advised that the tribunal had not managed to intimate the date and time of the hearing on the second named respondent.

Having considered matters, the applicant advised the tribunal that he was content to proceed only against the first named applicant, Gary Donnachie and wished to withdraw Karyn Jones as a party. The tribunal agreed to this request from the applicant.

The applicant had lodged various documents with the tribunal in advance of the hearing. These documents, which included a detailed spreadsheet and various receipts and invoices, set out the extent of his claim for rent arrears, additional rent, utility bills and loss and damage caused through the respondents' tenancy of the property

The applicant advised that the rent arrears, utility and legal bills incurred by him to the termination date of the tenancy was £1,688.37. He stated that the total costs incurred in cleaning the property after the end of the tenancy, redecorating the property and replacing lost and damaged items amounted to £4,482.71

The tribunal was content that intimation of the date and time of the case management discussion had been provided to the first named respondent.

In the absence of any contrary evidence, the tribunal was content to accept the applicant's evidence regarding the amounts outstanding in respect of rent arrears, utility and legal bills and costs incurred in repairing damage and replacing missing items. The tribunal accepted that the respondents were liable to make payments of these Sums in accordance with the terms of the tenancy agreement between the Parties and that an order for payment should be made as sought by the applicant.

The tribunal was content to utilise the power contained in rule 17(5) of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 which allows a tribunal to make a final decision on an application at a Case Management Discussion

- **Reasons for Decision**

The tribunal determined that the applicant was entitled to an order for payment of the outstanding rent arrears. The tribunal accepted as a matter of fact and law that the respondents had been tenants of the applicant at the property, that they were legally liable to pay rent as it fell due, that they had failed to pay all rent due, that arrears had accrued to the extent claimed by the applicant and that they were liable for the final arrears claimed by the applicant. The tribunal accepted that the respondents were liable to make good the damage caused to the property during their tenancy and were liable to meet the replacement costs of damaged and missing items within the property. The tribunal accepted that the respondents were liable under the tenancy on a joint and several basis and accordingly it was open to the applicant to pursue one joint tenant solely for the entire amount claimed. The tribunal were satisfied that clause 19.2 of the tenancy agreement provided that payments due to the landlord under the agreement were to bear interest from the dates they became due and that at the rate specified in the agreement of eight per cent (8%) per year. The applicant sought interest on the sums claimed from 17 June 2017 being the date the respondents left the tenancy.

- **Decision**

The tribunal accordingly determined that an order should be made for payment by the first named respondent, Gary Donnachie, to the applicant of the sum of Six thousand one hundred and seventy one pounds and eight pence (£6171.08) with interest at the rate of eight per centum per annum (8% ) from 17 June 2017 until payment

### **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.**

Jim Bauld

Legal member/Chair

Date

27 August 2018