



**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/19/1115**

**Re: Property at Flat 9 Hamilton Tower, Regents Gate, Bothwell, Glasgow, G71  
8QU (“the Property”)**

**Parties:**

**Mrs Beverley Gardiner, Turcan Connell, 180 St Vincent Street, Glasgow, G2  
5SG (“the Applicant”)**

**Mr Jude Torley, Flat 9 Hamilton Tower, Regents Gate, Bothwell, Glasgow, G71  
8QU (“the Respondent”)**

**Tribunal Members:**

**Shirley Evans (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is in breach of the tenancy agreement with the Applicant and has failed to pay rent. The Tribunal accordingly decided to make an order for payment of THREE THOUSAND TWO HUNDRED AND FIFTY POUNDS (£3250.00) STERLING. The order for payment will be issued to the Applicant after the expiry of 30 days mentioned below in the right to appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.**

**Background**

1. By application dated 9 April 2019 the Applicant applied to the Tribunal for an order for payment of rent arrears of £3250 against the Respondent relating to a tenancy at the Property.

2. On 24 April 2019 the Tribunal accepted the application under Rule 9 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure Regulations 2017 ("the Regulations")).
3. On 13 May 2019 the Tribunal enclosed a copy of the application for both parties and invited the Respondent to make written representations to the application by 2 June 2019. The Tribunal also advised both parties that a Case Management Discussion ("CMD") under Rule 17 of the Regulations would proceed on 17 June 2019. This paperwork was served on the Respondent by Colin R Wilks, Sheriff Officer, Kilmaurs and a certificate of execution was received by the Tribunal.
4. The Respondent did not make written representations by 2 June 2019.

### **Case Management Discussion**

5. The Tribunal proceeded with the CMD on 17 June 2019. The Applicant appeared personally. She was accompanied by her husband John Gardiner. There was no appearance by or on behalf of the Respondent.
6. The Tribunal had before it a Short Assured Tenancy between the parties which commenced on 24 August 2017 ("the tenancy agreement"), a rent statement to 24 March 2019, a marriage certificate for the Applicant and a death certificate for a Mary Clark.
7. With reference to the application the Tribunal confirmed it was satisfied that the Applicant was now the sole owner of the property, following upon the death of Mary Clark. The Tribunal also noted the terms of the Short Assured Tenancy between the Applicant and the Respondent in terms of which the Respondent had agreed to pay rent of £850 and a deposit of £1275.
8. The Applicant confirmed she was seeking payment of rent arrears of £3250 with reference to the rent statement lodged with the application. In answer to the Tribunal enquiring if the tenancy agreement had terminated the Applicant was not sure when the Respondent had left, but neighbours had reported he had indeed left about 2 May 2019. He had never come back to the Applicant to do a formal check out, had left various items of furniture in the Property and had not cleaned it before he left.
9. The Applicant explained that she had written to the Respondent to try to reach a compromise with him with regard to how much she would pursue him for in relation to arrears and other costs which he was liable for in terms of the tenancy agreement. He had not responded to her, but he had left. She explained that she was claiming the whole tenancy deposit back of £1275 from the scheme administrator and was hopeful she would recover the full amount of the deposit without having to go through the arbitration process. The deposit would cover an additional £900 rent arrears from 24 March – 2 May 2019 when the Respondent is believed to have vacated the Property. It would also cover cleaning costs, the cost of remedying damage to the Property and miscellaneous costs such as the cost of removal of furniture left

behind by the Respondent. Accordingly she was seeking payment of £3250 in total as set out in the rent statement to 24 March 2019.

### **Findings In Fact**

10. The Applicant and the Respondent agreed by way of a Short Assured Tenancy Agreement commencing on 24 August 2017 in relation to the Property that the Respondent would pay £850 rent per month to the Applicant.
11. The Respondent is in arrears of rent of £3250 as of 24 March 2019.
12. The Respondent has failed to pay the arrears.

### **Reasons for Decision**

13. The Applicant provided a rent statement which showed no payments of rent had been made since 31 January 2019 and that arrears stood at £3250 as at 24 March 2019. The Tribunal was satisfied the Respondent was liable to pay rent of £850 per month in terms of the tenancy agreement. On the basis of the documents produced and the oral submissions by the Applicant the Tribunal was satisfied the Respondent was liable to pay the sums sought.

### **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.**

Shirley Evans  
Legal Member

17 June 2019  
Date