

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017**

**Chamber Ref: FTS/HPC/CV/19/0146**

**Re: Property at 45 Dalriada Crescent, Motherwell, ML1 3XT (“the Property”)**

**Parties:**

**TCIB Residential LLP Trading As Newkeylets, 119 Main Street, Wishaw, ML2 7AU (“the Applicant”)**

**Miss Elizabeth Allison Hayes, 37 Breadalbane Crescent, Motherwell, ML1 3AU (“the Respondent”)**

**Tribunal Members:**

**Fiona Watson (Legal Member)**

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

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) granted an order against the Respondent(s) for payment of the undernoted sum to the Applicant(s):**

**Sum of SEVEN HUNDRED AND FIFTY TWO POUNDS AND NINETY-FOUR PENCE (£752.94) STERLING**

The Tribunal received an application in terms of Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”), being an application for civil proceedings relating to a private residential tenancy. The application sought payment in the sum of £752.94.

A Case Management Discussion (“CMD”) took place on 2 April 2019. Mr Smith appeared on behalf of the Applicant. There was no appearance by or on behalf of the Respondent.

Mr Smith moved the Tribunal to grant the order as sought in the sum of £752.94. Said sum comprised of rent arrears (£472.94) and repairs and cleaning costs (£280). The Respondent was the Guarantor under a Private Residential Tenancy entered into between the Applicant and the Tenant. The Guarantor had offered to enter into

a payment plan in respect of the sums due however at the date of the CMD nothing had been paid to the Applicant in relation to the sum sought.

The Tribunal was satisfied that:

1. A Private Residential Tenancy ("the Tenancy") was entered into between the Applicant and the Tenant dated 31 August 2018
2. In terms of clause 7 of the Tenancy, the Tenant was obliged to pay rent of £395 per calendar month.
3. In terms of clause 16 of the Tenancy the Tenant was obliged to take reasonable care of the property and in particular to ensure that the property was kept clean during the tenancy
4. At the date of termination of the Tenancy the Tenant was in arrears of rent amounting to £472.94
5. At the date of termination of the Tenancy the Landlord required to clean the property, replace locks and replace a broken door, at a cost of £280.
6. Under clause 36 of the Private Residential Tenancy, the Respondent as Guarantor agreed to guarantee all payments of rent and any other payment due to the Applicant which the Tenant is required to pay under the Tenancy.

The sum of £752.94 fell lawfully due to be paid by the Tenant to the Applicant at the termination of the Tenancy. The Tenant had failed to pay said sums. The Respondent by guaranteeing said sums under the terms of the Tenancy was liable to pay same to the Applicant. Said guarantee arose out of the terms of a Private Residential Tenancy and accordingly the Tribunal has jurisdiction to deal with the matter in terms of Rule 111 of the 2017 Regulations.

Accordingly, the First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent(s) for payment of the undernoted sum to the Applicant(s):

Sum of SEVEN HUNDRED AND FIFTY TWO POUNDS AND NINETY-FOUR PENCE (£752.94) STERLING

### **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.**

Fiona Watson

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Legal Member/Chair

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Date

2/4/19