



**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/19/1755**

**Re: Property at 2 Henry Street, Dumfries, DG1 2LL (“the Property”)**

**Parties:**

**Ms Sheena McQuaker, Fountain Lodge, Croalchapel, Closeburn, Dumfries,  
DG3 5HJ (“the Applicant”)**

**Mr Stuart Robert Beattie, Ms Jacqueline Beattie or Taylor, who formerly  
resided at 2 Henry Street, Dumfries, DG1 2LL and whose current whereabouts  
are unknown (“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”) determined that an order is granted against the Respondent(s) for  
payment of the undernoted sum to the Applicant(s):**

**Sum of THREE THOUSAND SEVEN HUNDRED AND SIXTY FIVE POUNDS  
(£3,765.00) STERLING**

- Background
- 1. An application dated 3 June 2019 was submitted to the Tribunal under Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 (“the Rules”), seeking a payment order against the Respondent in relation to rent arrears and damages costs incurred under a short assured tenancy agreement.

- The Case Management Discussion

2. A Case Management Discussion (“CMD”) took place on 8 November 2019. A previous CMD had taken place on 20 September 2019 which was continued to 8 November 2019 in order for corrected service of the application to be made on the Respondents by way of advertisement. The Applicant was personally present at the CMD on 8 November 2019. There was no appearance by or on behalf of the Respondents. The Tribunal was satisfied that the application had been intimated on the Respondents by way of advertisement and accordingly the Respondents had been duly notified of the date and time of the CMD and that the CMD could proceed in the Respondents’ absence.
3. The Applicant had intimated an increase in the sum sought by way of letter of 23 October 2019. She sought an order in the increased sum of £3,841.42. Said sum comprised: £2370 for rent arrears; £480 for repairs to a damaged bath; £415 for replacement of a damaged carpet; £300 for rubbish removal; £200 for cleaning; and £76.42 for Sheriff Officer’s fees. Invoices had been lodged in respect of all of the individual costs referred to.
4. The parties had entered into a Short Assured Tenancy Agreement (“the Agreement”) which commenced 8 September 2008. The Respondent had failed to make payment of rent during the course of the Agreement and had fallen into arrears amounting to £2,370. At termination for the tenancy, the Applicant required to replace a damaged carpet, damaged bath, remove rubbish and carry out cleaning to the property. The Respondents had agreed in terms of Clause 3(a) that they would *“pay the rent for the rent period payable in advance.”* The rent was specified in an unnumbered Clause as being £530 per month. They agreed in terms of Clause 4(c) of the Agreement *“to keep the house in good habitable condition and repair”* and in terms of Clause 4(g) *“to keep the contents in good or in proper working order, fair wear and tear excepted.”* Further, under Clause 4(h) they agreed *“to repair or replace any of the contents which may be broken damaged (except as indicated in the inventory) or lost during the tenancy to the landlord’s satisfaction”* In terms of Clause 6(e) it is stated that *“the landlord will be entitled at the termination of the let to use the deposit to meet any outstanding sums or accounts due by the tenant, the cost of repairing or replacing any of the contents which have been broken, damaged or lost and the expense of making good any failure by the tenant to fulfil any of the other conditions of let.”*

- Findings in Fact

5. The Tribunal made the following findings in fact:
  - (a) The parties entered into a Short Assured Tenancy Agreement (“the Agreement”) which commenced 8 September 2008;
  - (b) In terms of Clause 3(a) of the Agreement, the Respondent was obliged to pay a monthly rent of £530 to the Applicant;

- (c) The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £2,370.
- (d) The Respondents had left the property with damage to carpets and bath, leaving items in the Property which required to be removed, and had failed to clean the Property prior to vacating.

- Reasons for Decision

6. The Tribunal was satisfied that the Applicant was entitled to an order in the sum of £3,765. This reflects the losses incurred in relation to £2,370 for rent arrears; £480 for repairs to a damaged bath; £415 for replacement of a damaged carpet; £300 for rubbish removal and £200 for cleaning. The Tribunal was not satisfied that there was any provision in the Agreement for repayment to the Landlord of the costs incurred in instructing Sheriff Officers for service of repossession notices. The Applicant was unable to direct the Tribunal to any clause in the Agreement which she wished to rely upon in this regard.

- Decision

7. 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 THREE THOUSAND SEVEN HUNDRED AND SIXTY-FIVE POUNDS (£3,765.00) 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**

8/11/19  
\_\_\_\_\_  
**Date**