



**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/20/1009**

**Re: Property at 2E Kinnaird Drive, Linwood, PA3 3RL (“the Property”)**

**Parties:**

**RFM Lets, 28 Fulbar Crescent, Paisley, PA2 9AS (“the Applicant”)**

**Mrs Nicole Smith nee Richards, 3 Langcraigs Terrace, Glenburn, PA2 8JR (“the Respondent”)**

**Tribunal Members:**

**Anne Mathie (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 against the Respondent in the sum of Three thousand six hundred and two pounds and thirteen pence (£3602.13) Sterling**

- **Background**  
This is an application made in terms of Rule 70 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Tribunal Rules”) for an application for a payment order in relation to an assured tenancy. Along with the application form, the applicant lodged:
  1. copies of correspondence with the respondent in relation to rent arrears, property damage.
  2. Two pages of the tenancy agreement
  3. An invoice for remedial works and rent arrears
  4. Inventory of Property
  5. Photographs of condition of Property

The Tribunal issued a Notice of Direction dated 11 May 2020 addressed to the applicant asking him to provide a full copy of the lease agreement, an explanation of the invoice and a rent statement showing how the arrears figure was calculated.

The applicant provided a copy of the full tenancy agreement, figures showing how the rent arrears figure was calculated and provided an explanation for the remedial works invoice figures. The application was assigned to a Case Management Discussion by telephone conference on 7 August 2020. Papers were served on the respondent by Sheriff Officers on 7 July 2020. The respondent was asked to provide written representations by 24 July 2020. No written representations have been received. In the papers served on the respondent she was advised that the tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision on the application which may involve making or refusing a payment order. The papers also advised that if the respondent did not take part in the case management discussion, this would not stop a decision or order being made by the tribunal if the tribunal considers that it has sufficient information before it to do so and the procedure has been fair.

- **The Case Management Discussion**  
The Case Management Discussion took place today by teleconference. The applicant attended on his own behalf and there was no attendance by the respondent. Having satisfied itself that the respondent had had proper notice of the application, the tribunal proceeded with the case management discussion in the absence of the respondent.
- **Findings in Fact**  
The applicant and respondent had entered into a tenancy agreement commencing on 12 July 2017.  
In terms of this agreement the respondent was due to pay rent in the sum of £520 per calendar month.  
Also in terms of this agreement the respondent was due to take reasonable care of the Property and to leave the Property in the same state and condition as at commencement of the tenancy.  
The respondent had incurred arrears of rent in the sum of £2957.13.  
The respondent had left the Property in very poor condition requiring remedial work to be carried out. The applicant's claim for £645 in this respect was reasonable in the circumstances.
- **Reasons for Decision**  
The Tribunal was satisfied that the respondent had received proper notification of the application and the Case Management Discussion. The Tribunal therefore considered it was able to continue with the Case Management Discussion in the absence of the respondent. The Tribunal was further satisfied that it was able to make a determination of the application at the Case Management Discussion and that to do so would not be prejudicial to the interests of the parties.

Having considered the terms of the tenancy agreement, rent statement, invoice and other documents produced by the applicant, and based on its findings in fact, the Tribunal was satisfied that the Respondent was liable to pay the sum of £3602.13. The respondent had not sought to dispute the terms of the application and there was no evidence before the Tribunal to contradict the position put forward by the applicant. The Tribunal therefore made an order for payment against the respondent.

### **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.**

A. Mathie

7 August 2020

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**Legal Member/Chair**

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**Date**