



**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/20/1785

**Re: Property at 33 McDuff Street, East Wemyss, Kirkcaldy, KY1 4QN (“the
Property”)**

Parties:

**Mrs Heather Brownlee, 34 Plewlandcroft, South Queensferry, Edinburgh, EH30
9RG (“the Applicant”)**

**. Suzanne Smith, Miss Taylor Smith, 43 Junction Road, Kirkcaldy, KY1 2BH;
C/O 43 Junction Road, Kirkcaldy, KY1 2BH (“the Respondent”)**

Tribunal Members:

Andrew Upton (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment of EIGHT HUNDRED AND
NINETY THREE POUNDS (£893.00) STERLING should be granted.**

FINDINGS IN FACT

1. The Applicant was the landlord, and Miss Taylor Smith the tenant, of the Property under and in terms of a Private Residential Tenancy Agreement.
2. Mrs Suzanne Smith personally guaranteed that Miss Smith would implement her obligations under the tenancy agreement.
3. At the expiry of the tenancy agreement, Miss Smith was in rent arrears of £1,575.

4. In terms of clauses 37.12 and 37.18 of the Tenancy Agreement, the Applicant is entitled to recover charges for issuing correspondence relating to a breach of tenancy obligations, including a charge of £18 per letter.
5. The tenancy deposit of £700 paid by Miss Smith at the outset of her tenancy falls to be deducted from the sums that she is due to pay.

FINDINGS IN FACT AND LAW

1. Miss Taylor Smith is under contractual obligation to make payment to the Applicant in the sum of £893.00.
2. Mrs Suzanne Smith, having personally guaranteed that Miss Taylor Smith would implement her obligations under the tenancy agreement and Miss Smith having failed to do so, is under contractual obligation to make payment to the Applicant in the sum of £893.00.

STATEMENT OF REASONS

1. This Application called for its Case Management Conference by teleconference call on 16 November 2020. The Applicant was present on the call. One of the Respondents (Miss Taylor Smith) was also present, representing herself and her mother, Mrs Suzanne Smith, who is the other Respondent.
2. In this Application, the Applicant seeks a payment order in respect of rent arrears due by Miss Smith. The Applicant asserts that Miss Smith is contractually due to make payment of the rent arrears, whilst Mrs Smith had personally guaranteed that Miss Smith would make payment and is therefore under a separate contractual obligation to make payment.
3. At the outset, the Applicant indicated that she had been found entitled to retain the tenancy deposit of £700 initially paid by Miss Smith. That sum fell to be deducted from the sum claimed for, and thus the sum now sought is £893.
4. Miss Smith accepted that she had been the tenant of the applicant, that she had fallen into arrears, and that the sum outstanding and due to the Applicant was £893. She accepted that her mother was guarantor in terms of the tenancy agreement. She spoke to being most unhappy with both the Applicant and the letting agent employed by the Applicant, but did not raise any matters which had any bearing on her failure to pay rent contractually due.
5. In terms of Rule 17 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure, the Tribunal may do anything at a Case Management Discussion that it may do at a Hearing, including make a Decision. Separately, in terms of Rule 2, the Tribunal must have regard to the overriding objective to deal with proceedings justly when making a decision, including by avoiding unnecessary delay.

6. In this case, the Respondents accept the following:-
- a. The Applicant was the landlord, and Miss Taylor Smith the tenant, of the Property under and in terms of a Private Residential Tenancy Agreement.
 - b. Mrs Suzanne Smith personally guaranteed that Miss Smith would implement her obligations under the tenancy agreement.
 - c. At the expiry of the tenancy agreement, Miss Smith was in rent arrears of £1,575.
 - d. In terms of clauses 37.12 and 37.18 of the Tenancy Agreement, the Applicant is entitled to recover charges for issuing correspondence relating to a breach of tenancy obligations, including a charge of £18 per letter.
 - e. The tenancy deposit of £700 paid by Miss Smith at the outset of her tenancy falls to be deducted from the sums that she is due to pay.
7. Accordingly, I am satisfied that the Respondents are severally liable, under their respective contractual obligations, to make payment to the Applicant in the sum of £893. I will therefore make the payment order.

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.

16 November 2020

Legal Member/Chair

Date