



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 (1) of the Private Housing (Tenancies) (Scotland) Act 2016 and Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017.

Chamber Ref: FTS/HPC/CV/23/1219

Re: Property at 15 Buttars Road, Dundee, DD2 4LS (“the Property”)

Parties:

Mrs Mary Wilkie, Mr Steve Wilkie, Skyview, Balkeerie, DD8 1ST (“the Applicant”)

Ms Angela Easson, sometime residing at G/L 30 Buttars Place, Dundee, DD2 4PN and now residing at 46 Buttars Road, Dundee, DDT 4LT (“the Respondent”)

Tribunal Member:

Martin McAllister (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment for the sum of THREE THOUSAND THREE HUNDRED AND FIFTY TWO POUNDS 72 pence (£3,352.72) be made against Ms Angela Easson in favour of the Applicant.

Documents before the Tribunal:

- (i) Copy of the private residential tenancy agreement for the Property dated 9 and 10 February 2019.**
- (ii) Copy rent statement up to 17 March 2023 showing a total sum rent arrears of £2133.72.**
- (iii) Copies of bank statements of the Applicant.**
- (iv) Copies of invoices for repairs and renewals required subsequent to the termination of the tenancy.**
- (v) Copy of Applicant’s letter to the Respondent dated 31 March 2023.**

In addition, the Tribunal had a copy of the Sheriff Officer’s execution of service on the Respondent dated 3 October 2023 which was in respect of intimation of the date and time of the case management discussion.

Preliminary Matters

- 1. The case management discussion was held by audio conference on 7 November 2023. The Applicant was present and the Respondent was not. The Legal Member outlined the purpose of a case management discussion and the terms of Rules 17 and 18 of the Chamber Rules:**

Case management discussion

17.— (1) *The First-tier Tribunal may order a case management discussion to be held—*

(a) in any place where a hearing may be held;

(b) by videoconference; or

(c) by conference call.

(2) The First-tier Tribunal must give each party reasonable notice of the date, time and place of a case management discussion and any changes to the date, time and place of a case management discussion.

(3) The purpose of a case management discussion is to enable the First-tier Tribunal to explore how the parties' dispute may be efficiently resolved, including by—

(a) identifying the issues to be resolved;

(b) identifying what facts are agreed between the parties;

(c) raising with parties any issues it requires to be addressed;

(d) discussing what witnesses, documents and other evidence will be required;

(e) discussing whether or not a hearing is required; and

(f) discussing an application to recall a decision.

(4) The First-tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.

Power to determine the proceedings without a hearing

18.— (1) Subject to paragraph (2), the First-tier Tribunal—

(a) may make a decision without a hearing if the First-tier Tribunal considers that—

(i) having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and

(ii) to do so will not be contrary to the interests of the parties; and
(b) must make a decision without a hearing where the decision relates to—
(i) correcting; or
(ii) reviewing on a point of law,
a decision made by the First-tier Tribunal.

(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties.

- 2. The Tribunal noted that the Respondent had been advised of the date of the case management discussion on 3 October 2023 and the Tribunal had the relevant execution of service by sheriff officers which related to that intimation.**
- 3. The Tribunal noted that service had been made at the Respondent's address at 30 Buttars Road, Dundee. In response to the notification of the details of the case management discussion, the Respondent had submitted an application for a Time to Pay Direction which was dated 13 October 2023 and in which she had stated her address to be 46 Buttars Road, Dundee, DDT 4LT. The Tribunal considered that appropriate notice of the case management discussion had been given to the Respondent.**
- 4. No representations had been received by or on behalf of the Respondent.**
- 5. Having considered matters, the Tribunal did not consider it necessary for a Hearing to be held before it determined the application. The Respondent had chosen not to make representations or attend the case management discussion and the Applicant had provided sufficient information to allow the application to be determined. Mr and Mrs Wilkie were also present to clarify any matters.**

The Case Management Discussion

- 6. Mrs Wilkie said that the sum claimed was in respect of rent arrears and also reimbursement of sums paid by the Applicant. She referred to the rent statement which had been submitted and also the letter which had been sent to the Respondent on 31 March 2023 which detailed the sums due.**
- 7. Mrs Wilkie said that the sum of £2,133.72 is due in respect of rent arrears and that this figure has been arrived at after taking into account recovery of the tenancy deposit and three instalments of £50 which had been made by the Respondent after the tenancy had been terminated. She said that these three payments had been made in March, April and June 2023.**
- 8. Mrs Wilkie referred the Tribunal to the letter of 31 March which detailed the repairs and renewals which had to be undertaken because of damage caused to the Property. She also referred to various invoices which she had submitted. She said that the total sum claimed for this was £1219.**
- 9. Mrs Wilkie referred to the breakdown of specific costs met by the Applicant which are detailed in the letter of 21 March 2023:**

House cleaning £180, carpet cleaning £120, repair and replacement of doors £300, replacement of gate £90, replacement of shower fittings £15, paintwork £175, cupboard walls £250, repainting in bathroom £150, light shades and bulbs £54 and window cleaning £60.

10. Findings in Fact:

- (i) The parties entered into a private residential tenancy for the Property and it is dated 9 and 10 February 2019.**
- (ii) The rent payable under the tenancy agreement is £575 per month.**
- (iii) The rent arrears are £2133.72.**
- (iv) The repairs and renewals which the Applicant required to carry out to the Property as a consequence of the Respondent's tenancy amount to £1,219.00**

Reasons for the Decision

11. The Tribunal made the decision on the basis of the written evidence lodged with the application and the information provided by Mrs Wilkie.
12. In terms of the tenancy agreement, the respondent is obliged to pay rent and she has failed to pay all the rent due.
13. In terms of Paragraph 16 of the tenancy agreement, the Respondent was obliged to take reasonable care of the Property and failed to do so requiring the Applicant to carry out repairs and renewals when the Property was recovered at the termination of the tenancy.
14. In submitting a Time to Pay Direction application, the Respondent admitted liability for the Applicant's claim.

Time to Pay Direction

15. The Respondent submitted an application seeking time to pay the sum due at the rate of £50 per month. The application detailed the Respondent's income and outgoings.
16. The Applicant submitted a response to the Time to Pay Direction application and Mrs Wilkie provided more information why she did not consider it appropriate that a Time to Pay Direction be made. She said that, prior to submitting the application to the Tribunal, the Respondent had entered into a payment plan to deal with the arrears and other sums due. The arrangement had been that £50 per month would be paid. Mrs Wilkie said that one payment had been made in each of the months of March, April and June 2023. She said that the Respondent had missed a payment due in May 2023 and had paid nothing after June 2023. She said that the Respondent had made no contact with her to explain why she was not meeting the terms of the agreed payment plan.
17. Mrs Wilkie said that payments of £50 per month would mean that it would take five years seven months to repay the debt in full and she thought that this was an excessive period.

Determination on the application for a Time to Pay Direction

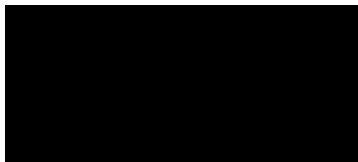
18. It was determined that the application should be refused. The proposed payment term of over five years was not reasonable.

Decision

The Tribunal determined that a payment order of **THREE THOUSAND THREE HUNDRED AND FIFTY TWO POUNDS 72 pence (£3,352.72)** be made against Ms Angela Easson in favour of the Applicant.

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.



Martin J. McAllister
Legal Member
7 November 2023