



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

Chamber Ref: FTS/HPC/CV/23/2691

Re: Property at 34 Rose Street, Greenock, PA16 7JR (“the Property”)

Parties:

Grandeur World Limited, 1 Ratho Street, Greenock, PA15 4PH (“the Applicant”)

Mr Allan Tudhope, Mrs June Tudhope, 8E Park Court, Clydebank, G81 4PH; 8E Park Court, Clydebank, G81 4PH (“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 for payment of the undernoted sum to the Applicant:

Sum of THREE THOUSAND EIGHT HUNDRED AND FIFTEEN POUNDS AND FIFTY-FIVE PENCE (£3,815.55) STERLING

Background

1. An application was submitted to the Tribunal under Rule 111 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 redecoration and damages costs, all accrued under a private residential tenancy agreement.

Case Management Discussion

2. A Case Management Discussion (“CMD”) took place on 25 March 2024 by conference call. The Applicant was represented by Ms Annette Weston,

Lettings Manager, Corbett & Shields. Neither of the Respondents attend nor were they represented. The papers had been served on the Respondents by Sheriff Officer on 14 February 2024. The Tribunal was satisfied that the Respondents had received notification of the CMD and that the CMD could proceed in their absence.

3. Prior to the CMD, the Respondents submitted a Time to Pay Application in which they admitted the claim and proposed repayments at the rate of £50 per month.
4. The Applicant's representative submitted that the parties had entered into a Private Residential Tenancy Agreement ("the Agreement"), which commenced on or around 19 January 2022 and ended on or around 19 March 2023. The monthly rent was £475. The rent arrears at the end of the Agreement were £615.55. The Applicant also incurred costs of £3,200 in respect of rubbish removal, stain block and painting, replacement CO2 alarm, replacement carpets, replacement splashback, concrete step repair and cleaning in the Property, all required at the end of the tenancy. The total sum sought by the Applicant was £3,815.55.
5. The Applicant's representative opposed the Time to Pay Application submitted by the Respondent on the basis that it was not a reasonable proposal and would take too long to repay the debt due.

- Findings in Fact

6. The Tribunal made the following findings in fact:
 - (i) The parties entered into a Private Residential Tenancy Agreement ("the Agreement") which commenced on or around 19 January 2022 and ended on or around 19 March 2023;
 - (ii) In terms of Clause 8 of the Agreement, the Respondent was obliged to pay a monthly rent of £475 to the Applicant;
 - (iii) The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears of rent amounting to £615.55;
 - (iv) In terms of Clause 17 of the Agreement, the Respondents agreed to take reasonable care of the Property and that they would be liable for the cost of repairs where the need for them is attributable to their fault or negligence, that of any person residing with them or any guest of theirs.
 - (v) In terms of Clause 25 of the Agreement, the Respondents agreed to replace or repair, or to pay the reasonable cost of repair or replacing, any of the contents which are destroyed, damaged, removed or lost during the tenancy.
 - (vi) The Applicant has incurred losses amounting to £3,200 due to the Respondents breaches of Clauses 17 and 25 of the Agreement, for which costs the Respondents are liable.

- Reasons for Decision

7. The Tribunal was satisfied that the Respondent was obliged to pay a monthly rent of £450 under the Agreement between the parties and had failed to do so. The Tribunal was satisfied that the Respondent was obliged to meet the costs of £3,200 incurred by the Applicant due to their failure to adhere to Clauses 17 and 25 of the Agreement. The Tribunal was satisfied that the Applicant was entitled to the sum sought of £3,815.55. The Tribunal was not satisfied that the proposal put forward by the Respondent in their Time to Pay Application was a reasonable one, given that it would take over 6 years for the debt to be cleared and which the Tribunal did not find to be fair or reasonable under the circumstances. The Time to Pay Application was accordingly refused.

- Decision

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

Sum of THREE THOUSAND EIGHT HUNDRED AND FIFTEEN POUNDS
AND FIFTY-FIVE PENCE (£3,815.55) 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

Legal Member/Chair

Date: 25 March 2024