



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies)(Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/23/3320

Re: Property at 26 Dryburn Avenue, Glasgow, G52 2RZ (“the Property”)

Parties:

Gauld Properties Ltd, 22 Milnpark Street, Glasgow, G41 1BB (“the Applicant”)

Miss Jade Loughlin, 2/2 34 Netherplace Road, Glasgow, G53 5AH (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to grant an order in favour of the Applicant against the Respondent for payment of THREE THOUSAND FIVE HUNDRED AND FORTY-TWO POUNDS EIGHTY EIGHT PENCE (£3,542.88) STERLING

Background

1. An application had been received under Rule 111 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order for payment.
2. A case management discussion took place on 16 January 2024. Sharon Stewart, an employee of the applicant appeared. There was no appearance by

the respondent. Notice of the hearing had been served on the respondent by sheriff officers on 22 November 2023. The tribunal was prepared to proceed in the absence of the respondent.

3. The applicant had submitted a copy of the tenancy agreement and rent statement in support of their claim. The applicant advised that:-
 - a. Rent from 1 April 2021 had increased to £525 per month. A rent increase letter had been issued.
 - b. The tenancy had ended on 22 July 2021.
 - c. The deposit had been claimed by the landlord in September 2021 and was paid to rent arrears.
 - d. Rent arrears outstanding were £2492.88
 - e. There had been damages to the property and £1050 was claimed in damages.
 - f. The total sum sought was £3542.88.

The tribunal noted that it did not have evidence before it, of the damages to the property. The applicant advised that this could be submitted. The tribunal advised that they would continue this matter to a further case management discussion in order that further information could be submitted in relation to the damage to the property and the rent increase letter.

4. The applicant submitted further information in support of their application invoices for works to the property, and a rent increase letter.
5. The application called again on 22 April 2024. Ms Stewart appeared for the applicant. There was no appearance by the respondent.

Discussion

6. The applicant advised that the respondent still owed £3,542.88. There had been no payments to reduce the balance. There had been no contact from the respondent.
7. She had submitted the tenancy agreement showing that the rent was £500, and the increase letter showing it had increased to £525 on April 2021. She had also submitted invoices for works to the property which totalled £3,007. She advised that they did not seek to recover all of the sums for decoration as they

considered some were wear and tear. One invoice covered the costs for emptying the property which totalled £550. One invoice to replace floor coverings totalled in excess of £1,000.

8. She moved for an order for payment.

Findings in Fact

9. The Tribunal found the following facts established: -

10. There existed a private residential tenancy between Gauld Properties Limited and Jade Loughlin.

11. It had commenced on 1 February 2018.

12. The tenant was Jade Loughlin.

13. The landlord was Gauld Properties Limited.

14. The property was 26 Dryburn Avenue, Glasgow.

15. The tenancy stated that rent was £500 a calendar month payable in advance.

16. There was evidence of a rent increase to £525 on 1 April 2021.

17. The tenancy ended on 31 July 2021.

18. Rent arrears as of 22 April 2024 were £2,492.88.

19. There were damages to the property together with house clearance costs amounting to at least £1,050.00

Reasons for Decision

20. Section 71 of the 2016 Act provides the Tribunal with the power to deal with civil matters arising out of private residential tenancies, failure to pay contractual rent, is one of those matters.
21. The applicant appeared. The respondent did not appear. The applicant confirmed that she sought an order for payment.
22. The tenancy contract provided that rent of £500 per month was payable by the tenant and it was later increased to £525.00. The tenant had failed to pay all or some of that rent. There was evidence to support the claim for damages to the property. It is noted that the claim for damages included £550 for the house clearance and £500 for damages. The total sum which appears to have been paid in redecoration and clearance exceeded £3,000. The claim for damages appears reasonable. The tenancy agreement provided for the payment of rent and for taking reasonable care of the property. The tenant appears to have been in breach of contract with the landlord by failing to pay rent and failing to take reasonable care of the property.
23. Considering the papers and the oral submission by the applicant's agent, the tribunal was prepared to grant the order for payment of the sum sued.

Decision

24. The Tribunal grants an order in favour of the Applicant against the Respondent for payment of THREE THOUSAND FIVE HUNDRED AND FORTY TWO POUNDS EIGHTY EIGHT PENCE (£3,542.88) 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.



22 April 2024

Legal Member/Chair

Date