



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/24/0233

Re: Property at 28J Greenhill Drive, Linwood, Paisley, PA3 3BZ (“the Property”)

Parties:

RQ Property Company, 91 Mitchell Street, Glasgow, G1 3LN (“the Applicant”)

Miss Pamela McQueen, 22 Richmond Drive, Linwood, Paisley, PA3 3TQ (“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 ONE THOUSAND SIX HUNDRED AND FIFTY-FOUR POUNDS AND NINETY-TWO PENCE (£1,654.92) 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 damages costs accrued under a private residential tenancy agreement.

- The Case Management Discussion

2. A Case Management Discussion (“CMD”) took place on 17 June 2024 by conference call. The Applicant was represented by Ms Chantelle Mann of Let Property Management. There was no appearance by or on behalf of the Respondent. The application had been intimated on the Respondent by way of Sheriff Officer on 14 May 2024. The Tribunal was accordingly satisfied that the the CMD could proceed in the Respondents’ absence.

3. The Applicant’s representative moved for the order for payment to be granted in the sum of £1,654.92. The parties had entered into a Private Residential Tenancy Agreement (“the Agreement”) which commenced 11 July 2020. The Respondent vacated the Property on 17 December 2023. At the termination of the tenancy, there were rent arrears due of £1,194.52. Further, following an end of tenancy inspection, it was noted that there was damage to the property as well as cleaning and clearance of items required. Invoices setting out the costs of the works were lodged with the application and came to a total of £1,110.40. It was submitted that the total sum due to be paid by the Respondent was £1,654.92, following repayment of the deposit held of £650.

- Findings in Fact

4. The Tribunal made the following findings in fact:

- (i) The parties entered into a Private Residential Tenancy Agreement (“the Agreement”) which commenced 11 July 2020;
- (ii) In terms of Clause 8 of the Agreement, the Respondent was obliged to pay a monthly rent of £550 to the Applicant;
- (iii) In terms of Clause 17 of the Agreement, the Respondent was obliged to take reasonable care of the let Property and to take all reasonable steps to ensure the Property and its’ fixtures and fittings are kept clean during the tenancy;
- (iv) In terms of Clause 25 of the Agreement, the Respondent agreed to replace or repair (or pay the cost thereof) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted;
- (v) The Respondent had failed to make payment of rent as fell lawfully due, and had accrued arrears amounting to £1,194.52.
- (vi) The Respondent was in breach of Clauses 8, 17, and 25 of the Agreement and is liable for the cost of rectifying same, in the sum of £1,654.92.

- Reasons for Decision

5. The Tribunal was satisfied that the Applicant was entitled to the sum as sought. The Respondent was obliged to make payment of rent in the sum of £550 per month under Clause 8 of the Agreement and had failed to do so. The Tribunal was satisfied that the Respondent was liable for the damages and cleaning costs of £1110.40 due to their breaches of Clauses 17 and 25 of the Agreement. Accordingly, the Applicant was entitled to the Order for Payment in the sum of £1,654.92 as sought.

- Decision

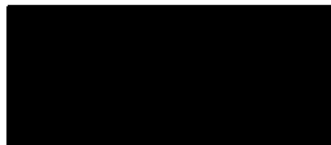
6. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent for payment of the undernoted sum to the Applicant:

Sum of ONE THOUSAND SIX HUNDRED AND FIFTY-FOUR POUNDS AND NINETY-TWO PENCE (£1,654.92) 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.

Legal Member/Chair:



Fiona Watson

Date: 17 June 2024