



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/23/1763

Re: Property at 34 Merryvale Road, Irvine, KA12 8EU (“the Property”)

Parties:

Ms Mandy Bruce, 13 Abbots way, Ayr, KA47 4EZ (“the Applicant”)

Miss Linda Docherty, 34 Merryvale Road, Irvine, KA12 8EU (“the Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member) and Ahsan Khan (Ordinary 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 EIGHT HUNDRED AND EIGHTEEN POUNDS AND THIRTY TWO PENCE (£3,818.32) 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. The application contained the tenancy agreement, rent statement, text messages, notice to leave, pre-action requirements, photographs of

garden, letters from environmental health, invoices for garden clearance and damaged pipe.

3. This case called for a hearing on 1 October 2024. In attendance was the applicant's representative, Angela Bruce. There was no appearance from the respondent. Ms Dopierala, a Housing Officer from North Ayrshire Council was also in attendance.

Discussion

4. The applicant's representative advised that the respondent currently owed £3,818.32 as at 1 October 2024. She advised she sought an order for payment for that sum.
5. She had submitted the tenancy agreement showing that the rent was £600 a month and a rent statement. In addition, she provided evidence about the condition of the garden and the cost to have it cleared and tidied. The landlord had paid for it and she sought recovery of the cost of that work. She had also had to pay to repair a damaged radiator pipe and sought payment of that sum. She advised that the arrears had been increasing, however only last month the landlord had been contacted by someone dealing with universal credit and they had indicated that there had been an ongoing rent underpayment and the landlord may be due a backdated payment. This had not been paid or confirmed as at the date of the hearing. There had been some previous contact with the respondent. She was aware of the arrears. There had been offers to repay but the tenant had failed to adhere to any of those offers.

Findings in Fact

6. The Tribunal found the following facts established: -
7. There existed a private residential tenancy. It had commenced on 6 September 2021.

8. The tenant was Linda Docherty.
9. The landlord was Mandy Bruce.
10. The property was 34 Merryvale Road, Irvine.
11. The tenancy stated that rent was £600 a calendar month payable in advance.
12. There was a rent statement showing how the arrears had occurred.
13. Rent arrears as of 30 September 2024 were £2,833.32.
14. There were outstanding invoices for garden clearance and a pipe repair totalling £985.
15. It was a condition of the tenancy that the Tenant agrees to take reasonable care of the Let Property and any common parts.
16. It was a condition of the tenancy that the tenant would be liable for the cost of repairs where the need for them is attributable to his or her fault or negligence, that of any person residing with him or her, or any guest of his or hers.

Reasons for Decision

17. Section 71 of the 2016 Act provides the Tribunal with the power to deal with civil matters arising out of private residential tenancies, liability for failure to pay contractual rent, and taking reasonable care of the property are such matters arising out of that contract.
18. The applicant's representative appeared. The respondent did not appear. The applicant's representative confirmed that she sought an order for payment.

19. The tenancy contract provided that rent of £600 per month was payable by the tenant. The tenant had failed to pay all or some of that rent. As of 30 September 2024, the tenant owed £2,833.32 in rent. There was also evidence that she failed to take care of her garden leading to complaints from Environmental Health. The cost of the garden clearance was £900 which had been paid for by the landlord. The tenant had also damaged a radiator pipe and the cost of repairing it had been £85. The tribunal found that the tenant was in breach of contract with the landlord. The arrears and invoices had not been reduced since the application was made.

20. Considering the papers and the oral submission by the applicant's representative, the tribunal was prepared to grant the order for payment.

Decision

21. The Tribunal grants an order in favour of the Applicant against the Respondent for payment of THREE THOUSAND EIGHT HUNDRED AND EIGHTEEN POUNDS AND THIRTY TWO PENCE (£3,818.32) 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.

Melanie Barbour

1 October 2024

Legal Member/Chair

Date

